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# GENERAL INFORMATION

This Task Order results from Solicitation N00024-17-R-3524

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fixed Fee	CPFF
7000	R499	Services in accordance with Statement of Work (Fund Type - OTHER)	1.0	ro		(b)(4)		
7001	R499	Services in accordance with the Statement of Work (Fund Type - OTHER)	1.0	LO		(b)(4)		
		Option						
7002	R499	Services in accordance with the Statement of Work (Fund Type - OTHER)	1.0	LO		(b)(4)		1
		Option						
7003	R499	Services in accordance with the Statement of Work (Fund Type - OTHER)	1.0	LO		(b)(4)		
		Option						
7004	R499	Services in accordance with Statement of Work (Fund Type - OTHER)	1.0	ľO		(b)(4)		
		Option						

## For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R499	ODCs in support of CLIN 7000 (Fund Type - OTHER)	1.0	ľO	\$5,500.00
9001	R499	ODCs in support of CLIN 7001 (Fund Type - OTHER)	1.0	ľO	\$5,500.00
		Option			
9002	R499	ODCs in support of CLIN 7002 (Fund Type - OTHER)	1.0	LO	\$5,500.00
		Option			
9003	R499	ODCs in support of CLIN 7003 (Fund Type - OTHER)	1.0	LO	\$5,500.00
		Option			
9004	R499	ODCs in support of CLIN 7004 (Fund Type - OTHER)	1.0	LO	\$5,500.00
		Option			

# **B-1 ADDITIONAL SLINS**

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the funding lines that will be provided under this Order.

# **B-2 OTHER DIRECT COSTS**

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The Government is specifically stating the anticipated Other Direct Costs (ODCs). The Government reserves the right to increase the ODC CLINs.

# B-3 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT) (VARIATION) (JULY 2009) (5252.216-9204)

(a) Subject to the provisions of the "Limitation of Cost" or "Limitation of Funds" clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the below listed number of staff-hours of direct labor, hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

TABLE	CLIN	HOURS	
BASE PERIOD	7000	14,940	
OPTION PERIOD 1	7001	14,940	
OPTION PERIOD 2	7002	14,940	
OPTION PERIOD 3	7003	14,940	
OPTION PERIOD 4	7004	14,940	

The Contractor agrees to provide the total level of effort specified above in performance of work described in Sections "B" and "C" of this contract. The total staff-hours of direct labor shall include subcontractor direct labor hours for those subcontractors identified in the Contractor's proposal as having hours included in the proposed level of effort.

- (b) Of the total staff-hours of direct labor set forth above, it is estimated that 0 staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel from an employee's residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.
- (d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:
- (1) If the Contractor has provided not more than 105% of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.
- (2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the

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term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, except the "term" of performance shall not exceed a 12 month period. In no event shall the Contractor be required to provide more than 105% of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.

- (3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.
- (4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than 95% of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work.
- (5) Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.
- (e) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and DCAA office to which vouchers are submitted:
- (1) The total number of staff-hours of direct labor expended during the applicable period.
- (2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.
- (3) A breakdown of other costs incurred.
- (4) The Contractor's estimate of the total allowable cost incurred under the contract for the period.
- (5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.
- (6) A calculation of the appropriate fee reduction in accordance with this clause. All submissions required by this paragraph shall include subcontractor information, if any.
- (f) SPECIAL INSTRUCTION TO THE PAYING OFFICE REGARDING WITHHELD FEE Fees withheld pursuant to the provisions of this contract, such as the withholding provided by the "Allowable Cost and Payment" and "Fixed Fee" clauses, shall not be paid until the contract has been modified to reduce the fixed fee in accordance with paragraph (d) above, except that no such action is required if the total level of effort provided falls within the limits established in paragraph (d) above.

#### B-4 LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JAN 1992) (5252.232-9210)

(a) This task order is incrementally funded with respect to both cost and fee.

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(b) The amounts presently available and allotted to this task order for payment of cost and fee are as follows:

ITEM(S)	AMOUNT ALLOTTED (CO	OST AND FEE)
7000		
7000	(b)(4)	
9000		

- (c) The parties contemplate that the Government will allot additional amounts to this task order from time to time by unilateral task order modification, and any such modification shall state the total amount allotted for cost and fee, and the CLINs covered thereby.
- (d) Subject to the provisions of FAR 52.232-22 "Limitation of Funds" clause of this task order, no legal liability on the part of the Government for payment in excess of the amounts provided above shall arise unless additional funds are made available and are incorporated via modification to this task order.

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#### SECTION C DESCRIPTIONS AND SPECIFICATIONS

#### 5252.228-9201 LIABILITY INSURANCE-COST TYPE CONTRACTS (OCT 2001)

- (a) The following types of insurance are required in accordance with the FAR 52.228-7 "Insurance-Liability to Third Persons" clause and shall be maintained in the minimum amounts shown:
  - (1) Workers' compensation and employers' liability: minimum of \$100,000
  - (2) Comprehensive general liability: \$500,000 per occurrence
  - (3) Automobile liability: \$200,000 per person

\$500,000 per occurrence

\$ 20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

(End of clause)

#### C-1 SPECIFICATIONS/STATEMENT OF WORK

Work under this task order shall be performed in accordance with the Statement of Work (SOW) (Attachment No. 1) and Exhibit A Contract Data Requirements List (CDRL).

# C-2 SECURITY REQUIREMENTS (DEC 1999) (5252.204-9200)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 2, involves access to and handling of classified material up to and including Secret. In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the SPAWARSYSCOM Security Officer.

#### C-3 CYBERSECURITY (CS) (formerly referred to as Information Assurance)

The contractor must follow DoD instruction DFARS 252.239-7001 Information Assurance Contractor Training and Certification, in solicitations and contracts involving contractor performance of information assurance functions as described in DoD 8570.01-M and DFARS 239.7102-3 Information Assurance Contractor Training and Certification. See section 6.0 of the SOW for additional Cybersecurity requirements.

## C-4 WORKWEEK (APR 2012) (5252.222-9200)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWAR Systems Center Pacific (SSC Pacific)

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is Monday through Thursday 7:15 AM to 4:45 PM and Friday 7:15 AM to 3:45 PM with every other Friday a non-work day. Work at this Government installation, shall be performed by the contractor within the normal work hours at SSC Pacific unless differing hours are specified on the individual task orders. The contractor is not required to maintain the same hours as Government employees; however, contractor employees performing work at SSC Pacific must work during the normal workweek. The following is a list of holidays observed by the Government:

Name of Holiday Time of Observance

New Year's Day 1 January

Martin Luther King Jr. Day
President's Day
Third Monday in January
Third Monday in February
Memorial Day
Last Monday in May

Independence Day 4 July

Labor Day First Monday in September Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

- (b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.
- (c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.
- (d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours during a week. Therefore, during the SSC Pacific off-Friday (36 hour) week overtime will not be paid for non-exempt employees. During the work-Friday week (44 hour) the contractor is to schedule work so as not to incur overtime charges during the normal work week unless authorized in writing by the Government to do so. An example of this would be for contractor personnel to work during the hours of 7:45 AM to 4:15 PM Monday through Thursday and 7:15 AM to 3:45 PM Friday during the work-Friday week. The contractor may also elect to configure the workforce in such a way that no single employee exceeds 40 hours during a normal week even though normal SSC Pacific hours are maintained both weeks.
- (e) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

#### C-5 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES

- (a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.
- (b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:
  - (1) Routine inspection of contractor occupied work spaces.

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- (2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
  - (3) Random inspections of personnel possessions on entry or exit from the installation.
- (c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.
- (d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.
- (e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.
- (f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

#### C-6 KEY PERSONNEL (DEC 1999) (5252.237-9601)

- (a) The Offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.
- (b) The Offeror agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 days period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the Contracting Officer. These substitution requests shall provide the information required by paragraph (c) below.
- (c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or authorized representative will evaluate such requests and promptly notify the contractor of the approval or disapproval thereof in writing.

#### (d) List of Key Personnel

CONTRACT LABOR CATEGORY
Database Administrator / Developer
Senior Software Developer
Agile SCRUM Master
Systems Requirements Lead

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

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(f) If the Offeror wishes to add personnel to be used in a labor category then the procedures outlined in paragraph (c) above shall be employed. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

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# SECTION D PACKAGING AND MARKING

See Clause G-5 Contracting Officer's Representative (COR)

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# SECTION E INSPECTION AND ACCEPTANCE

# E-1 INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative (COR) or his/her duly authorized representative.

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# SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

7000 7/28/2017 - 7/27/2018 9000 7/28/2017 - 7/27/2018

#### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

7000 7/28/2017 - 7/27/2018 9000 7/28/2017 - 7/27/2018

The periods of performance for the following Option Items are as follows:

7001	7/28/2018 - 7/27/2019
7002	7/28/2019 - 7/27/2020
7003	7/28/2020 - 7/27/2021
7004	7/28/2021 - 7/27/2022
9001	7/28/2018 - 7/27/2019
9002	7/28/2019 - 7/27/2020
9003	7/28/2020 - 7/27/2021
9004	7/28/2021 - 7/27/2022

#### F-1 PERIODS OF PERFORMANCE

The above period(s) of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the Term of the Contract."

Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.

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#### SECTION G CONTRACT ADMINISTRATION DATA

#### 252.204-0002 Line Item Specific: Sequential ACRN Order (Sep 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

#### G-1 TYPE OF CONTRACT (DEC 1999) (5252.216-9210)

This is a Cost Plus Fixed Fee (CPFF) task order.

# G-2 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013) (252.232-7006)

- (a) Definitions. As used in this clause-
- "Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.
- "Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).
- "Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.
- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS <u>252.232-7003</u>, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall—
- (1) Have a designated electronic business point of contact in the Central Contractor Registration at <a href="https://www.acquisition.gov">https://www.acquisition.gov</a>; and
- (2) Be registered to use WAWF at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a> following the step-by-step procedures for self-registration available at this web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <a href="https://wawf.eb.mil/">https://wawf.eb.mil/</a>
- (e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) Document type. The Contractor shall use the following document type(s).

Cost Voucher (FAR 52.216-7; 52.216-13; 52.216-14; 52.232-7)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

#### Not Applicable

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF	
Pay Official DoDAAC	See Block 15 of DD1155	
Issue By DoDAAC	N66001	
Admin DoDAAC	See Block 7 of the DD1155	
Inspect By DoDAAC	N66001	
Ship To Code	Not Applicable	

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Ship From Code	Not Applicable	
Mark For Code	Not Applicable	
Service Approver (DoDAAC)	HAA47F DCAA on all interim vouchers HAA47F DCAA and S5111A DCMA on the final voucher	
Service Acceptor (DoDAAC)	Not Applicable	
Accept at Other DoDAAC	Not Applicable	
LPO DoDAAC	Not Applicable	
DCAA Auditor DoDAAC	HAA47F	
Other DoDAAC(s)	Not Applicable	

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Please provide notification the e-mail address listed in clause G-4.

- (g) WAWF point of contact.
- (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

#### Not Applicable

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988. (End of clause)

#### SUPPLEMENTAL WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS

- (a) The following Wide Area WorkFlow (WAWF) payment instructions supplement DFARS Clause 252.232-7006 (G-3).
- (b) Interim Voucher costs are to be broken down in a clear and logical manner with fully burdened cost information (inclusive of fee). Cost information shall include identification of: 1) all labor categories and individuals utilized during the billing period; 2) number of hours and fully burdened hourly labor rates (including fee) per individual\*; 3) material (consumable and non-consumables) description and fully burdened costs, separated by type; 4) fully burdened travel costs itemized by trip, date and individual; 5) other fully burdened direct costs not separately identified; e.g., reproduction, cell phones, equipment rentals, etc.; 6) subcontractor costs itemized with the same level of detail; and 7) average actual hourly labor rates (total actual fully burdened labor cost/total # hrs. performed).
- \*In lieu of providing names of individuals, you may choose to assign an "employee code" to each individual. If the aforementioned methodology is chosen the Contracting Officer may require an employee matrix mapping the employee codes to an individual name.
- Attachments created with any Microsoft Office product or Adobe (.pdf files) are to be attached to the invoice in WAWF. The total size limit for files per invoice in WAWF is 5 megabytes. A separate copy of the invoice with back-up documentation shall be emailed to the COR/TOM.
- (c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but will submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of DFARS clause 252.232-7006 by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as an Adobe (.pdf file), Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.
- (d) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the

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payment claims for services provided under this contract.

(e) In accordance with DFARS 204.7104-1 Informational subline item numbers (e.g., 000101, 000102, etc.) shall not be priced separately for payment purposes. Therefore, you are reminded to bill at the CLIN level using the applicable ACRN, e.g., AA, AB, AC, etc. DFAS will reject invoices that contain informational subline items.

#### G-3 ACTIVITY OMBUDSMAN

The SPAWAR Systems Center Pacific Ombudsman for this Task Order is:

Name:

Sharon M. Pritchard

Code:

20000

Address:

53560 Hull Street, San Diego CA 92152

Phone:

(619) 553-3200

E-Mail:

Sharon pritchard@navy.mil

#### G-4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The SPAWAR Contracting Officer's Representative for this Task Order:

Name:

Code:

54510

Address:

53560 Hull Street, San Diego CA 92152

Phone:

(619) 553-6904

Email:

#### G-5 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002) (SPAWAR G-321)

- (a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at http://www.cpars.navy.mil/.
- (b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) Report developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

Accounting Data

SLINID PR Number

Amount

130060601700002 7000

LLA :

AA 97X4930 NH3P 251 77777 0 050120 2F 000000 A00004080596

9000

130060601700002

5500.00

AA 97X4930 NH3P 251 77777 0 050120 2F 000000 A00004080596

BASE Funding 1254834.10 Cumulative Funding 1254834.10

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### SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.237-9603 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (AUG 2011)

- (a) Definition. As used in this clause, "sensitive information" includes:
- (i) All types and forms of confidential business information, including financial information relating to a contractor's pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;
- (ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);
- (iii) Information properly marked as "business confidential," "proprietary," "procurement sensitive," "source selection sensitive," or other similar markings;
- (iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).
- (b) In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include "sensitive information" or other information not previously made available to the public that would be competitively useful on current or future related procurements.
- (c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—
- (i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;
- (ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;
- (iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contact and to safeguard information from unauthorized use and disclosure.
- (iv) Execute a "Contractor Access to Information Non-Disclosure Agreement," and obtain and submit to the Contracting Officer a signed "Contractor Employee Access to Information Non- Disclosure Agreement" for each employee prior to assignment;
- (v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.
- (d) In the event that the Contractor inadvertently accesses or receives any information marked as "proprietary," "procurement sensitive," or "source selection sensitive," or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.
- (c) The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.
- (f) Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts that may

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require access to sensitive information in the performance of the contract.

(g) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the "Contractor Non-Disclosure Agreement," a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor's plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A "firewall" may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

#### H-1 SEGREGATION OF COSTS (DEC 2003) (5252.232-9206)

- (a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.
- (b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section G, Accounting Data. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.
- (c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

#### H-2 DATA RIGHTS

The Data Rights clause in the basic contract is invoked for this task order.

#### H-3 CONTRACTOR PICTURE BADGE (DEC 1999) (5252.204-9202)

- (a) A contractor picture badge may be issued to contractor personnel by the SPAWARSYSCOM Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWARSYSCOM prior to completion of the picture badge request.
- (b) An automobile decal will be issued by SPAWARSYSCOM Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.
- (c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.
- (d) At the completion of the contract, the contractor shall forward to SPAWARSYSCOM Security Office a list of all unreturned badges with a written explanation of any missing badges.

#### H-4 CONTRACTOR IDENTIFICATION (DEC 1999) (5252.237-9602)

- (a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
- (b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

# H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010) (5252.227-9207)

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#### (a) Definition.

"Confidential Business Information," (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

- (b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors. Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.
- (c) Circumstances where SPAWAR may release the contractor's or subcontractors' Information include the following:
- (1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,
- (2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.
- (d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of Information under paragraphs (c)(1) and (c)(2) only under the following conditions:
- (1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);
- (2) Access to Information is restricted to individuals with a bona fide need to possess;
- (3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non-disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non-disclosure agreements shall be provided to the Government;
- (4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,
- (5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.
- (e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

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(f) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.

#### H-6 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA

- (a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:
  - (1) Planning phase.
  - (2) Defense Planning Guidance.
  - (3) Programming Phase.
  - (4) Fiscal Guidance (when separate from Defense Planning guidance).
  - (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RDT&E Annex).
  - (7) Program review Proposals.
  - (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
  - (9) Proposed Military Department Program Reductions (or Program Offsets).
  - (10) Tentative Issue Decision Memoranda.
  - (11) Program Decision Memoranda.
  - (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
  - (14) Classified P1, R1 and C1.
  - (15) Program Budget Decisions and Defense Management Report Decisions.
  - (16) Reports Generated by the Automated Budget Review System (BRS).
  - (17) DD 1414 Base for Reprogramming.
  - (18) DD 1416 Report of Programs.
  - (19) Contract Award Reports.
  - (20) Congressional Data Sheets.
- (21) Any other data or information identified by the Government as PPBS data or information.

This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.

- (b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other members of the contractor's organization), company or Government representative.
- (c) Within fourteen calendar days of contract award, the Contractor shall submit to the Contracting Officer a statement describing the Contractor, its parent company, and subsidiaries (if any), and any financial interest they have in current or future systems and services being acquired by the Navy.
- (d) The Contractor shall require that all employees who have access to such data execute the following "STATEMENT OF NONDISCLOSURE OF PPBS DATA," and submit these nondisclosure statements to the Contracting Officer prior to granting access to PPBS data to such employees:

#### STATEMENT OF NONDISCLOSURE OF PPBS DATA

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I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Task Order (INSERT NUMBER) as the term PPBS is defined in Clause H-7 of that task order to anyone, including other employees of my corporation, without specific written authorization from the Contracting Officer.

This restriction applies not only to information from PPBS documents, published or unpublished, but also to equivalent published or unpublished budget data in whatever form produced and maintained by the service components.

SIGNATURE	 	_
TYPED NAME		
DATE		

- (e) In the event the Contractor, or any of its employees, agents, or subcontractors (or their employees, agents or subcontractors), fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to avail itself of any or all of the following remedies:
- (1) Terminate the contract for default in accordance with FAR § 52.249-6 ("Termination (Cost-Reimbursement)")(SEP 1996) or FAR § 52.249-8 ("Default (Fixed-Price Supply and Service")
- (2) Include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.
- (3) resort to such other rights and remedies as provided for under this contract and under Federal law.

Waiver of such rights by the Government for noncompliance shall not be construed as waiver for any successive noncompliance.

(f) Any subcontractor who is granted access to PPBS data shall be subject to the restrictions stated in subparagraphs (a) through (e) above. The Contractor shall notify the subcontractor that it is so subject. The Contractor agrees that the requirements of this clause shall be inserted in all subcontracts such that the restriction on disclosure of PPBS data shall apply to all subcontractors at any tier.

# H-7 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOAL HUBZONE SET-ASIDE, 52.219-18. NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27, NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

# H-8 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006) (5252.231-9200 -ALTERNATE II SEP 2001)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

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- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

The contractor shall submit the travel request in writing to the Contracting Officer's Representative (COR). The COR shall review and approve/disapprove (as appropriate) all travel requests submitted giving written notice of such approval or disapproval to the contractor.

(b) General

- (1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:
- (i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;
- (ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or
- (iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.
- (2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

  (c) Per Diem
- (1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.
- (2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.
- (3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of

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actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

### (d) Transportation

- (1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).
- (2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.
- (3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).
- (4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.
- (5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

#### (6) Definitions:

- (i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.
- (ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.
- (iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:
  - (a) is self-propelled and licensed to travel on the public highways;
  - (b) is designed to carry passengers or goods; and
  - (c) has four or more wheels or is a motorcycle or moped.
- (iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.
- (v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc.) or taxicab.

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(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles (18  $\pm$  18  $\pm$  14  $\pm$  22).

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles (15 + 30 + 15 - 30 = 30).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles (45 + 67 + 12 - 24 = 100).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles (35 + 50 + 25 + 10 - 70 = 50).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

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#### SECTION I CONTRACT CLAUSES

#### I-1 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

#### I-2 SUBCONTRACTS (FAR 52.244-2) (OCT 2010)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—
- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds-
- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
- (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Notwithstanding the language contained in paragraph (c), written consent from the task order Contracting Officer is required prior to entering into any subcontract over the simplified acquisition threshold that was not initially proposed.

- (e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.

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- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting-
- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plusa-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c), (d) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

N/A

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# INTERNAL CONFIDENTIALITY AGREEMENTS (DEV 2016-00003) (OCT 2015) (252.203-7997)

- (a) The Contractor shall not require employees or subcontractors sceking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or that other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibition as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

#### 1-4 CLAUSES INCORPORATED BY REFERENCE

52.219-30 NOTICE OF SET-ASIDE FOR, OR SOLE SOURCE AWARD TO, WOMAN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM (DEC 2015)

52,219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

252,222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

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# SECTION J LIST OF ATTACHMENTS

Attachment 1 - Statement of Work

Attachment 2 - DD254

Exhibit A - CDRL

# STATEMENT OF WORK (SOW) Business Applications Support

21 December 2016

#### 1.0 INTRODUCTION

The Space and Naval Warfare Systems Center Pacific (SSC Pacific), Business Systems and Enterprise Information Systems, Code 54000, has a requirement for technical services to support the development and sustainment of business applications and systems.

#### 2.0 BACKGROUND

The SSC Pacific Business Systems Branch, code 54510, is responsible for the development and implementation of new business applications and sustainment of existing business applications. The primary customers for these applications are SSC Pacific end users. Secondary customers may include end users at SSC LANT, SPAWAR HQ, and other Navy Commands.

The branch maintains the SPAWAR Corporate Database System (SCDBS). The SCDBS production system consists of an Oracle Weblogic application server, an Oracle transactional database, and a number of Government off the Shelf (GOTS) business applications. The applications primarily include Oracle Application Development Framework (ADF) applications but also include Oracle Forms applications, Oracle Reports applications, and Common Gateway Interface (CGI) applications (written in Perl). (Separate Microsoft Access database applications are also maintained.) These applications currently support the following business areas: comptroller, contracts, facilities, physical/personnel security, plant property, service centers, and shipping/receiving. Existing applications are modified in response to changing business processes and business rules. New applications are added to this system in response to new Center-level business requirements. Data from the database is provided via web services to other internal business customers, as requested. The SCDBS is hosted in the NMCI Shared Service Environment (SSE) in the Navy Data Center (NDC) under an existing Authority to Operate (ATO).

In addition, the branch maintains the SPAWAR Business Intelligence Reporting and Analysis (BIRA) capability. This capability consists of an SAP Business Warehouse (BW) server, a SAP Business Objects (BOBJ) server, and an Oracle database. The applications are written in ABAP and Java, and also include products developed in Webi, Xcelcius and Business Explorer. Microsoft Access database functionality is used to extract data from Navy ERP tables. The reports currently support comptroller, procurement, and cost center personnel; competency leads; and budget financial managers and project managers.

Branch personnel also provide support to IT project managers outside of the 5.4 competency. Support has been provided for data warehousing efforts, paperless workflow processes using Adobe Livecycle software, and physical security systems.

#### 3.0 SCOPE

The objective of this task order is to obtain a full range of support across the software development life cycle to assist the Business Systems branch with delivering and maintaining business applications/systems for their customers. The personnel provided by the contractor will work along-side SSC Pacific employees in the fulfillment of these duties.

The contractor shall design, develop, modify, upgrade and maintain business applications and systems based upon Government approved requirements and priorities. The contractor shall support the maintenance of business applications and systems transitioned into the branch from other parts of the organization. The contractor shall provide configuration management support; functional and project management support for all software development phases; and analysis support related to available technologies, software development methodologies, and system architectures.

This is a severable, level-of-effort (term) type effort.

#### 4.0 APPLICABLE DIRECTIVES/DOCUMENTS

- · Department of Defense Federal Information Security Management Act (FISMA) guidance
- · SECNAVINST 5510.30 (Series), Department of Navy Personnel Security Program
- · SECNAV M-5510.30 (Series), Department of the Navy Personnel Security Program
- · SECNAVINST 5510.36 (Series), Department of Navy Information Security Program June 2006
- SECNAV M-5510.36 (Series), Department of the Navy Information Security Program Jun 2006
- · OPNAVINST F3300.53C (Series), Navy Antiterrorism Program
- · DOD 5200.01 Volumes 1 through 4 (Series), DOD Security Program
- DOD 5220.22-M (Series), National Industrial Security Program Operating Manual (NISPOM)
- National Security Decision Directive 298 (Series), National Operations Security Program (NSDD) 298
- DOD 5205.02 (Series), DOD Operations Security (OPSEC) Program
- · OPNAVINST 3432.1 (Series), DON Operations Security
- · SPAWARINST 3432.1 (Series), Operations Security Policy

## 5.0 TECHNICAL REQUIREMENTS

For all development efforts, the contractor shall:

- Provide thorough documentation of all code and other software products
- Follow established programming style guidelines and conventions
- Follow established software development methodologies, including the practice of Agile and Scrum software development methodologies
- Follow established procedures for code versioning and management, code reviews, etc.

- Follow established processes for application testing and code promotion between environments
- Develop software and administer servers in accordance with SSC Pacific, Navy, and DoD security policies

## 5.1. Application and Database Support

The contractor shall provide development and administration support for Oracle databases and other databases. The contractor shall:

- Design data models (i.e., database tables, entity relationships, constraints, etc.) that meet application requirements
- Develop database scripts for creating and modifying tables and other database objects
- Develop and maintain packages of stored database procedures and functions
- Monitor databases for performance issues and troubleshoot database-related problems
- Maintain and administer databases, performing such duties as managing database access, applying patches, etc.
- Install and configure new databases

The contractor shall support business application development and administration. The contractor shall be knowledgeable about common frameworks, platforms, languages, and operating systems, including those currently used to develop and maintain existing business applications. The contractor shall:

- Develop new business applications in accordance with customer requirements
- Modify existing business applications in accordance with customer requirements
- Troubleshoot and fix application problems
- Install and manage WebLogic, JBoss, Apache, and other servers that host the business applications, performing duties such as monitoring performance, applying patches and updates, and configuring the servers both to support the applications and to optimize performance
- Prepare instructions for deploying the applications, including instructions for custom configuration needed on servers or client workstations

In addition, the contractor shall provide support for daily operations. This includes responding quickly to urgent problems with deployed business applications and providing prompt support to address the problems.

#### **5.2 Business Intelligence Support**

As part of an integrated team, the contractor shall design, develop, maintain and execute data warehousing and reporting capabilities using data from various business systems. Support shall include, but not be limited to, the following:

• Analyze data requirements and support for data migration

- Perform tasks related to database development and administration
- Develop data interfaces with local systems and future systems
- Design, develop and implement reporting presentation layers using various Commercial off the Shelf (COTS) products
- Support current and future data warehousing and reporting initiatives, to include development of new and maintenance of existing functionality
- Facilitate technical knowledge transfer to customer team members

# **5.3** Software/Systems Engineering Support

The contractor shall provide systems engineering support to design, develop, and document software components, subsystems, and interfaces to provide new, updated, modified, or enhanced functional capabilities, or to improve the performance of information processing and data transport of supported systems. Support shall include, but not be limited to, the following:

- Develop an architecture model for clustered versions of new and existing business applications (e.g. the wiki, JIRA)
- Stand up Linux servers within the standalone development environment for testing and experimentation
- Develop a working test version under this architecture using data taken from the live servers
- Test and validate these instances to demonstrate that they function properly under load and under all operating system / browser configurations found at SPAWAR
- As versions are validated, deploy these instances to the production servers at a time chosen to least conflict with user functionality

#### **5.4 System/Application Security**

The contractor shall provide support for obtaining and maintaining the Authority to Operate (ATO) for business systems and Functional Area Manager (FAM) approval for business applications. Support shall include, but not limited to, the following:

- Perform required security reviews
- Execute required tests, analyze outcomes, take corrective action, and document results
- Create supporting documentation and update DADMS/DITPR-DON entries

The contractor shall adhere to the Department of Defense (DoD) Federal Information Security Management Act (FISMA) guidance in performance of this task.

## 5.5 Configuration Management, Project Management, and Other Support

The contractor shall provide configuration management support for all applications/systems that are the responsibility of the branch. This includes configuration management of hardware, software, and relevant documentation. The contractor shall provide additional support that includes, but is not limited to, the following:

- Maintain the product backlog
- Manage change requests
- Compile software estimates
- Update the master plan
- Assist with the Configuration Control Board (CCB) process

The contractor shall provide project management and functional support for all software development phases. Project management support includes, but is not limited to, the following:

- Develop project plans
- Generate and maintain project schedules
- Provide input to presentations
- Assist with process improvement initiatives

The contractor shall provide functional support that includes, but is not limited to, the following:

- Identify, document, and manage requirements
- Evaluate existing COTS / GOTS products
- Conduct gap analyses
- Develop functional specifications
- Generate test documentation
- Coordinate user acceptance testing
- Develop training and help desk materials
- Provide assistance to end users

Additionally, the contractor shall provide recommendations about available technologies, software development methodologies, and system architectures.

## **6.0 CYBERSECURITY WORKFORCE (CSWF)**

The following IA workforce categories, levels, training, and certifications are required for selected contractor personnel under this task order:

- Software developers with privileged access will maintain required IAT-1 certifications
- System administrators will maintain required IAT-2 certifications

The Contractor shall meet applicable information assurance certification requirements, including (a) DoD-approved IA workforce certifications appropriate for each specified category and level and (b) appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M, Information Assurance Workforce Improvement Program. Only Contractor personnel with proper and current certifications shall be authorized access to DoD information systems for the purpose of performing information assurance functions.

The contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions, reporting current IA certification

status and compliance using CDRL Contractor Roster, DI-MGMT-81596 in the format prescribed by the Contracting Officer Representative (COR).

#### 7.0 DATA DELIVERABLES

Data deliverables shall be as specified in the attached CDRL, DD1423.

#### 8.0 TRAVEL

Travel is not anticipated in order to perform the technical requirements of this SOW.

# 9.0 GOVERNMENT FURNISHED PROPERTY (GFP) / CONTRACTOR ACQUIRED PROPERTY (CAP)

No GFP or CAP will be provided under this task order. However, the Government will provide desk space, desktop computer(s), and office supplies to the on-site contractor support personnel.

#### 10.0 SECURITY

#### **10.1 Security**

The security requirement for this tasking will be up to and including Secret. The work performed by the Contractor will include access to unclassified and up to Secret data, information, meetings, and spaces. The Contractor will require access to Secure Internet Protocol Router Network (SIPRNet). The contractor shall be North Atlantic Treaty Organization (NATO) briefed and complete the derivative classification training prior to being granted access to SIPRnet; training is provided by the facility security officer.

As required by National Industrial Security Program Operating Manual (NISPOM) Chapter 1, Section 3, contractors are required to report certain events that have an impact on: 1) the status of the facility clearance (FCL); 2) the status of an employee's personnel clearance (PCL); 3) the proper safeguarding of classified information; 4) or an indication that classified information has been lost or compromised. Contractors working under SSC Pacific contracts will ensure information pertaining to assigned contractor personnel are reported to the Contracting Officer Representative (COR)/Technical Point of Contact (TPOC), the Contracting Specialist, and the Security's COR in addition to notifying appropriate agencies such as Cognizant Security Agency (CSA), Cognizant Security Office (CSO), or Department Of Defense Central Adjudication Facility (DODCAF) when that information relates to the denial, suspension, or revocation of a security clearance of any assigned personnel; any adverse information on an assigned employee's continued suitability for continued access to classified access; any instance of loss or compromise, or suspected loss or compromise, of classified information; actual, probable or possible espionage, sabotage, or subversive information; or any other circumstances of a security nature that would affect the contractor's operation while working under SSC Pacific contracts.

If foreign travel is required, all outgoing Country/Theater clearance message requests shall be submitted to Commanding Officer, Attn: Foreign Travel Team, Space and Naval Warfare Systems Center Pacific, 53560 Hull Street, Building 27, 2<sup>nd</sup> Floor -Room 206, San Diego, CA

92152 for action. A Request for Foreign Travel form shall be submitted for each traveler, in advance of the travel, to initiate the release of a clearance message at least 30 days in advance of departure. Each Traveler must also submit a Personal Protection Plan and have a Level 1 Antiterrorism/Force Protection briefing within one year of departure and a country specific briefing within 90 days of departure. Sere 100.2 Level A code of conduct training is also required prior to Oconus travel for all personnel. Sere 100.2 Level A training can be accessed at http://jko.jfcom.mil (recommended), https://jkodirect.jten.mil/atlas2/faces/page/login/login.seam, recommend course: prefix: J3T: course #: A-US1329, for civilian, military, and contractors. Personnel utilizing this site must have a CAC. A Sere 100.2 Level A training disk can be borrowed at the SSC Pacific Point Loma Office or Old Town Campus Office. Specialized training for specific locations, such as SOUTHCOM human rights, or U.S. forces Korea entry training, may also be required; SSC Pacific security personnel will inform you if there are additional training requirements. Finally, EUCOM has mandated that all personnel going on official travel to the EUCOM AOR must now register with the Smart Traveler Enrollment Program (STEP). When you sign up, you will automatically receive the most current information the State Department compiles about your destination country. You will also receive updates, including Travel Warnings and Travel Alerts. Sign up is one-time only, after you have established your STEP account, you can easily add official or personal travel to anywhere in the world, not just EUCOM.

http://travel.state.gov/content/passports/en/go/step.html

Anti-Terrorism/force Protection (AT/FP) briefings are required for all personnel (military, DOD civilian, and contractor) prior to commencement of foreign travel. Contractor employees must receive the AT/FP briefing annually. The briefing is available at Joint Knowledge Online (JKO): <a href="https://jkodirect.jten.mil">https://jkodirect.jten.mil</a> (prefix): JS; course number: US007; title: Level 1 Anti-terrorism awareness training, if experiencing problems accessing this website contact <a href="mailto:ssc\_fortrav@navy.mil">ssc\_fortrav@navy.mil</a>. note: per OPNAVINST F3300.53C contractor employees must receive the AT/FP briefing annually.

## **10.2 Operations Security**

OPSEC is a five step analytical process (identify critical information; analyze the threat; analyze vulnerabilities; assess risk; develop countermeasures) that is used as a means to identify, control, and protect unclassified and unclassified sensitive information associated with U.S. national security related programs and activities. All personnel working under this task will at some time handle, produce or process Critical Information or Critical Program Information, and therefore all Contractor personnel must practice OPSEC. All work is to be performed in accordance with DoD OPSEC requirements, and in accordance with the OPSEC attachment to the DD254.

#### 11.0 PLACE OF PERFORMANCE

It is estimated that 100% of task order performance will be on-site at SPAWAR Systems Center Pacific and at the travel location(s), if any, listed in Section 8.0 above.

(End of SOW)

# DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION (The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

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a. FACILITY CLEARANCE REQUIRED

**SECRET** 

b. LEVEL OF SAFEGUARDING REQUIRED

NONE

							NONE		
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	runclassified) pertaining to this contract shall not be released for public dissemination except as provided
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I TO THE STATE OF	NAVAL WARFARE SYSTEMS CENTER PACIFIC (SSC PACIFIC), CODE 85003, 53560
HULL STREET, SAN DIEGO, CA 92152-50	5001.
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to the Directorate for Freedom of Information and Section 1. In the case of non-DoD User Agencies, requests for d	curity Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
13. SECURITY GUIDANCE. The security classification	on guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this In need for changes in this guidance, the contractor is authorized and encouraged to provide recommended
changes; to challenge the guidance or the classification	on assigned to any information or material furnished or generated under this contract; and to submit any
	cial identified below. Pending final decision, the information involved shall be handled and protected at the
	ed. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any dditional pages as needed to provide complete guidance.)
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5 .	SENTATIVE (COR) IS SHANE RILEY, CODE 54510, (619) 553-6904,
. ~	THE COR SUPPORT MANAGER (CSM) IS SEAMUS SCANLAN, CODE 54001,
(619) 553-7017, SEAMUS.SCANLAN@NAV	VY.MIL. THE CONTRACT SPECIALIST (CS) IS MEGAN ASHLEY,
CODE 22530, (619) 553-2244, EMAIL: MEG	GAN.ASHLEY@NAVY.MIL.
PRIME CONTRACTORS ARE REQUIRED	TO SEND COPIES OF ALL SUBCONTRACT DD FORM 254S TO THE
•	SSC PACIFIC CODES 54510 (COR), 22530 (CS) (SEE ABOVE), AND 83310
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# INTELLECT SOLUTIONS, LLC SOLICITATION / CONTRACT NUMBERS: N66001-17-R-3524 / N00178-16-D-8806 T.O. N6600117F3505

BLOCK 13 CONTINUATION PAGE 3 OF 4

#### **ACCESS REQUIREMENTS CONTINUATION:**

10.K(1) CONTRACTOR IS REQUIRED TO BE NATO BRIEFED FOR THE SOLE PURPOSE OF ACCESSING SIPRNET. THE SPECIAL BRIEFING IS PROVIDED BY THE CONTRACTING COMPANY'S FACILITY SECURITY OFFICER. NOTE: THERE IS NO REQUIREMENT FOR THE CONTRACTOR TO HAVE ACCESS TO NATO MATERIAL ON THIS CONTRACT PER CNO LTR 5510 SER N09N2/11U213075 DTD 9 SEP 11 THIS INFORMATION IS NOT TO BE ENTERED INTO JPAS. THE CONTRACTOR SHALL COMPLETE DERIVATIVE CLASSIFICATION TRAINING PRIOR TO BEING GRANTED ACCESS TO SIPRNET: TRAINING PROVIDED BY THE FACILITY SECURITY OFFICER.

- 10.K(2) REQUIREMENTS FOR SAFEGUARDING UNCLASSIFIED CONTROLLED INFORMATION CAN BE FOUND IN DOD M-5200.01, VOLUME 4.
- 11.A CONTRACT PERFORMANCE IS RESTRICTED TO SSC PACIFIC, SAN DIEGO, CA. SSC PACIFIÇ-COR WILL PROVIDE SECURITY CLASSIFICATION GUIDANCE FOR PERFORMANCE OF THIS CONTRACT.
- 11.E CONTRACT IS FOR DESIGN, DEVELOPMENT, MODIFICATION, UPGRADE AND MAINTAINANCE OF BUSINESS APPLICATIONS SUPPORT SERVICES. CLEARED PERSONNEL ARE REQUIRED TO PERFORM THIS SERVICE BECAUSE ESCORTING PERSONNEL OR SANITIZATION OF THE WORK SPACE CANNOT PRECLUDE ACCESS TO CLASSIFIED INFORMATION. ANY CLASSIFICATION GUIDANCE NEEDED WILL BE PROVIDED BY SSC PACIFIC-COR.
- 11.L(1) THE USE OF PERSONAL ELECTRONIC MEDIA (COMPUTER LAPTOPS, FLASH (THUMB), OR OTHER REMOVABLE DRIVES) IS PROHIBITED IN SSC PACIFIC SPACES. CONTACT THE COMMAND INFORMATION SYSTEM SECURITY MANAGER (SPSC\_SSCPAC\_ISSM@NAVY.MIL) IF YOU HAVE QUESTIONS. ALL REMOVABLE ELECTRONIC MEDIA MUST BE LABELED (UNCLASSIFIED, ETC.) TO THE HIGHEST CLASSIFICATION OF DATA STORED, AND/OR FOR THE CLASSIFICATION OF THE SYSTEM IN WHICH IT IS USED. IF CLASSIFIED, ANY REMOVABLE ELECTRONIC MEDIA MUST BE TRACKED AND STORED APPROPRIATE TO THAT LEVEL OF CLASSIFICATION.
- 11.L(2) ANTI-TERRORISM/FORCE PROTECTION BRIEFINGS ARE REQUIRED FOR ALL PERSONNEL (MILITARY, DOD CIVILIAN, AND CONTRACTOR) PRIOR TO COMMENCEMENT OF FOREIGN TRAVEL. THE BRIEFING IS AVAILABLE AT JOINT KNOWLEDGE ONLINE (JKO): <a href="https://jkodirect.jten.mil">https://jkodirect.jten.mil</a> (PREFIX): JS; COURSE NUMBER: US007; TITLE: LEVEL 1 ANTI-TERRORISM AWARENESS TRAINING, IF EXPERIENCING PROBLEMS ACCESSING THIS WEBSITE CONTACT <a href="mailto:ssc-fortrav@navy.mil">ssc-fortrav@navy.mil</a>. NOTE: PER OPNAVINST F3300.53C CONTRACTOR EMPLOYEES MUST RECEIVE THE AT/FP BRIEFING ANNUALLY. FORWARD A COPY OF TRAINING CERTIFICATE TO THE PREVIOUS EMAIL ADDRESS OR FAX TO 619-553-6863.
- 11.L(3) AS REQUIRED BY NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM) CHAPTER 1, SECTION 3, CONTRACTORS ARE REQUIRED TO REPORT CERTAIN EVENTS THAT HAVE AN IMPACT ON: 1) THE STATUS OF THE FACILITY CLEARANCE (FCL); 2) THE STATUS OF AN EMPLOYEE'S PERSONNEL CLEARANCE (PCL); 3) THE PROPER SAFEGUARDING OF CLASSIFIED INFORMATION; 4) OR AN INDICATION THAT CLASSIFIED INFORMATION HAS BEEN LOST OR COMPROMISED. CONTRACTORS WORKING UNDER SSC PACIFIC CONTRACTS WILL ENSURE INFORMATION PERTAINING TO ASSIGNED CONTRACTOR PERSONNEL ARE REPORTED TO THE CONTRACTING OFFICER REPRESENTATIVE (COR)/TECHNICAL POINT OF CONTACT (TPOC), THE CONTRACTING SPECIALIST, AND THE SECURITY'S COR IN ADDITION TO NOTIFYING APPROPRIATE AGENCIES SUCH AS COGNIZANT SECURITY AGENCY (CSA), COGNIZANT SECURITY OFFICE (CSO), OR DEPARTMENT OF DEFENSE CENTRAL ADJUDICATION FACILITY (DODCAF) WHEN THAT INFORMATION RELATES TO THE DENIAL, SUSPENSION, OR REVOCATION OF A SECURITY CLEARANCE OF ANY ASSIGNED PERSONNEL; ANY ADVERSE INFORMATION ON AN ASSIGNED EMPLOYEE'S CONTINUED SUITABILITY FOR CONTINUED ACCESS TO CLASSIFIED ACCESS; ANY INSTANCE OF LOSS OR COMPROMISE, OR SUSPECTED LOSS OR COMPROMISE, OF CLASSIFIED INFORMATION; ACTUAL, PROBABLE OR POSSIBLE ESPIONAGE, SABOTAGE, OR SUBVERSIVE INFORMATION; OR ANY OTHER CIRCUMSTANCES OF A SECURITY NATURE THAT WOULD AFFECT THE CONTRACTOR'S OPERATION WHILE WORKING UNDER SSC PACIFIC CONTRACTS.
- 11.L(4) CONTRACTORS RECEIVING, TRANSMITTING OR ACCESSING UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION ON OR THROUGH ITS CONTRACTOR INFORMATION SYSTEM(S) MUST SAFEGUARD THE INFORMATION TO AVOID COMPROMISE, INCLUDING BUT NOT LIMITED TO DISCLOSURE OF INFORMATION TO UNAUTHORIZED PERSONS, UNAUTHORIZED MODIFICATION, DESTRUCTION, OR LOSS OF AN OBJECT, OR THE COPYING OF INFORMATION TO UNAUTHORIZED MEDIA, AS REQUIRED PER DFARS SUBPART 204.73 AND CLAUSES 204.7304 AND 252.204-7012. CONTRACTORS SHALL REPORT TO THE DOD EACH CYBER INCIDENT THAT AFFECTS UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION RESIDENT ON OR TRANSITING CONTRACTOR INFORMATION SYSTEMS IN ACCORDANCE WITH DFARS CLAUSE 204.7304 AND 252.204-7012. DETAILED REPORTING CRITERIA AND REQUIREMENTS ARE SET FORTH IN THE CLAUSE AT 252.204-7012, SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION. REQUIREMENTS FOR SAFEGUARDING UNCLASSIFIED CONTROLLED INFORMATION CAN BE FOUND IN DOD M-5200.01, VOLUME 4.

#### INTELLECT SOLUTIONS, LLC SOLICITATION / CONTRACT NUMBERS: N66001-17-R-3524 / N00178-16-D-8806 T.O. N6600117F3505

**BLOCK 13 CONTINUATION** PAGE 4 OF 4

11.L(5) USFF FORCE PROTECTION (FP) DIRECTIVE MSG 16-00 DIRECTS ALL PERSONNEL (MILITARY, DOD CIVILIAN, AND CONTRACTOR) WORKING AT MILITARY FACILITIES TO COMPLETE THE TRAINING AND READINESS - THE ACTIVE SHOOTER. THE TRAINING IS AVAILABLE AT HTTPS://WWWA.NKO.NAVY.MIL/. YOU WILL FIND THE TRAINING UNDER COURSE CATALOG "PREFIX: CNIC, NUMBER: CNIC-TRATAS-1.1.", IF EXPERIENCING PROBLEMS ACCESSING THIS WEBSITE CONTACT SSC\_FORTRAV@NAVY.MIL.

11.L(6) CONTRACTORS PERFORMING ON CLASSIFIED CONTRACTS ARE REQUIRED TO ATTEND COUNTERINTELLIGENCE (CI) TRAINING ANNUALLY IAW DODI 5240.06 (COUNTERINTELLIGENCE AWARENESS AND REPORTING (CIAR)).

THE CONTRACTING OFFICER'S REPRESENTATIVE (COR) OR TECHNICAL REPRESENTATIVE (TR) WILL SPECIFY WHICH POSITIONS REQUIRE CLEARANCE.

WHEN NOTED IN THE PWS ALL CONTRACTOR PERSONNEL SHALL POSSESS THE REQUIRED SECURITY CERTIFICATION AND TRAINING IN ACCORDANCE WITH DOD DIRECTIVE 8570.1.

#### **BLOCK 14 CONTINUATION:**

INFORMATION TECHNOLOGY (IT) SYSTEMS PERSONNEL SECURITY PROGRAM REQUIREMENTS ARE ATTACHED AND MUST BE PASSED TO SUBCONTRACTORS.

SPECIFIC ON-SITE SECURITY REQUIREMENTS ARE ATTACHED. FOR AUTHORIZED VISITS TO OTHER U.S. GOVERNMENT ACTIVITIES, THE CONTRACTOR MUST COMPLY WITH ALL ONSITE SECURITY REQUIREMENTS OF THE HOST COMMAND. FOR OFFICIAL USE ONLY (FOUO) GUIDANCE ATTACHED.

OPERATIONS SECURITY (OPSEC) REQUIREMENTS ATTACHED AND MUST BE PASSED TO ALL SUBCONTRACTORS. DOD 5220,22M, CHANGE 2 (NISPOM)

DODM 5200.01, VOLUMES 1-4, DOD INFORMATION SECURITY PROGRAM

SECNAV M-5510.30, DON PERSONNEL SECURITY PROGRAM

SECNAV M-5510.36, DON INFORMATION SECURITY PROGRAM

#### NO FURTHER ENTRIES ON THIS PAGE.

# INFORMATION TECHNOLOGY (IT) SYSTEMS PERSONNEL SECURITY PROGRAM REQUIREMENTS

The U.S. Government conducts trustworthiness investigations of personnel who are assigned to positions that directly or indirectly affect the operation of unclassified IT resources and systems that process Department of Defense (DoD) information, to include For Official Use Only (FOUO) and other controlled unclassified information.

The United States Office of Personnel Management (OPM), National Background Investigation Bureau (NBIB) process all requests for U.S. Government trustworthiness investigations. Requirements for these investigations are outlined in paragraph C3.6.15 and Appendix 10 of DoD 5200.2-R, available at <a href="http://www.dtic.mil/whs/directives/corres/dir.html">http://www.dtic.mil/whs/directives/corres/dir.html</a>. Personnel occupying an IT Position shall be designated as filling one of the IT Position Categories listed below. The contractor shall include all of these requirements in any subcontracts involving IT support. (Note: Terminology used in DoD 5200.2-R references "ADP" vice "IT". For purposes of this requirement, the terms ADP and IT are synonymous.)

The Program Manager (PM), Contracting Officer's Representative (COR) or Technical Representative (TR) shall determine the IT Position category for the contractor personnel.

DoDD Directive 8500.01, Subject: Cybersecurity, stipulates cybersecurity requirements such as "Cybersecurity workforce functions must be identified and managed, and personnel performing cybersecurity functions will be appropriately screened in accordance with this instruction and DoD 5200.2-R and qualified in accordance with DoDD 8570.01 and supporting issuances". DoD 5200.2-R stipulates the requirements for background investigations, special access and IT position designations and requirements. An appropriate security clearance and non-disclosure agreement are also required for access to classified information" in accordance with DoDM 5200.01 Vol. 1. DoD 5200.2-R and DoDD 5200.2 require all persons assigned to sensitive positions or assigned to sensitive duties be U.S. citizens. All persons assigned to IT-I and IT-II positions, as well as all persons with access to controlled unclassified information (without regard to degree of IT access) or performing other duties that are considered "sensitive" as defined in DoDD 5200.2 and DoD 5200.2-R must be U.S. citizens. Furthermore, access by non-citizens to unclassified export controlled data will only be granted to persons pursuant to the export control laws of the U.S. The categories of controlled unclassified information are specified in DoDM 5200.01 Vol. 4. These same restrictions apply to "Representatives of a Foreign Interest" as defined by DoD 5220.22-M (National Industrial Security Program Operating Manual, NISPOM). DoD 8570.01-M further stipulates additional training and/or certification that is required by all persons assigned to Information Assurance functions.

# I. Criteria For Designating Positions: updated per OPM Federal Investigations Notice No. 16-02, dated October 6, 2015:

- a. Tier 5/5R = IT-I Position (Privileged)
- Responsibility or the development and administration of Government computer security programs, and including direction and control of risk analysis and/or threat assessment.
- Significant involvement in life-critical or mission-critical systems.
- Responsibility for the preparation or approval of data for input into a system, which does not
  necessarily involve personal access to the system, but with relatively high risk for effecting grave
  damage or realizing significant personal gain.
- Relatively high risk assignments associated with or directly involving the accounting, disbursement, or authorization for disbursement from systems of (1) dollar amounts of \$10 million per year or greater, or (2) lesser amounts if the activities of the individual are not subject to technical review by higher authority in the IT-I category to ensure the integrity of the system.
- Positions involving major responsibility for the direction, planning, design, testing, maintenance, operation, monitoring, and/or management of systems hardware and software.
- Other positions as designated by Space and Naval Warfare Systems Center Pacific (SSC Pacific) that involve relatively high risk for effecting grave damage or realizing significant personal gain.

Personnel whose duties meet the criteria for IT-I Position designation require a favorably adjudicated Single Scope Background Investigation (SSBI) or SSBI Periodic Reinvestigation (SSBI-PR) or Tier 5/5R. The SSBI or SSBI-PR or Tier 5/5R shall be updated every 5 years by using the Electronic Questionnaire for Investigation Processing (eQIP) web based program (SF86 format).

- b. Tier 3/3R = IT-II Position (Limited Privileged)
- Responsibility for systems design, operation, testing, maintenance, and/or monitoring that is carried out under technical review of higher authority in the 1T-1 category, includes but is not limited to:
- Access to and/or processing of proprietary data, information requiring protection under the Privacy
  Act of 1974, and Government-developed privileged information involving the award of contracts;
- Accounting, disbursement, or authorization for disbursement from systems of dollar amounts less
  than \$10 million per year. Other positions are designated by Space and Naval Warfare Systems
  Center Pacific (SSC Pacific) that involve a degree of access to a system that creates a significant
  potential for damage or personal gain less than that in IT-I positions. Personnel whose duties meet
  the criteria for an IT-II Position require a favorably adjudicated National Agency Check with
  Local Agency Check and Credit Check (NACLC) or Tier 3/3R.
- c. Tier 1/1R is for Unclassified Non-Sensitive positions = IT-III Position (Non-Privileged)
- All other positions involving Federal IT activities. Incumbent in this position has non-privileged
  access to one or more DoD information systems, application, or database to which they are
  authorized access. Personnel whose duties meet the criteria for an IT-III Position designation
  require a favorably adjudicated National Agency Check with Inquiries (NACI) or Tier 1/1R.
- d. Qualified Cleared Personnel Do NOT Require Trustworthiness Investigations:
- When background investigations supporting clearance eligibility have been submitted and/or
  adjudicated to support assignment to sensitive national security positions, a separate
  investigation to support IT access will normally not be required.
- A determination that an individual is NOT eligible for assignment to a position of trust will
  result in the removal of eligibility for security clearance. Likewise, a determination that an
  individual is NOT eligible for a security clearance will result in the denial of eligibility for a
  position of trust.

#### II. Visit Authorization Requests (VARs) for Qualified Employees:

Contractors that have been awarded a classified contract must submit visit requests using "only" the Joint Personnel Adjudication System (JPAS). All government activities have been directed to use JPAS when transmitting or receiving VARS. Therefore, contractors who work on classified contracts are required to have established an account through JPAS for their facility. This database contains all U.S. citizens who have received a clearance of Confidential, Secret, and/or Top Secret. The visit request can be submitted for up to one year. When submitting a visit requests to SSC Pacific, use its Security Management Office (SMO) number (660015). This information is provided in accordance with guidance provided to contractors via the Defense Security Service (DSS) website <a href="https://www.dss.mil/">https://www.dss.mil/</a> (DSS guidance dated 24 April 2007, subject: *Procedures Governing the Use of JPAS by Cleared Contractors*).

#### III. Employment Terminations:

The contractor shall:

- Immediately notify the COR or TR of the employee's termination.
- Send email to <u>W\_SPSC\_SSC\_PAC\_clearance\_US@navy.mil</u>, Code 83310 notifying them of the termination.
- Fax a termination VAL to Code 83320 at (619) 553-6169.
- Return any badge and decal to Commanding Officer, Space and Naval Warfare Systems Center Pacific, Attn: Code 83320, 53560 Hull Street, San Diego, CA 92152-5001.

# INFORMATION TECHNOLOGY (IT) SYSTEMS PERSONNEL SECURITY PROGRAM REQUIREMENTS FOR UNCLASSIFIED/POSITION OF TRUST (POT) CONTRACTORS

The U.S. Government conducts trustworthiness investigations of personnel who are assigned to positions that directly or indirectly affect the operation of unclassified IT resources and systems that process Department of Defense (DoD) information, to include For Official Use Only (FOUO) and other controlled unclassified information.

The United States Office of Personnel Management (OPM), National Background Investigation Bureau (NBIB) process all requests for U.S. Government trustworthiness investigations. Requirements for these investigations are outlined in paragraph C3.6.15 and Appendix 10 of DoD 5200.2-R, available at <a href="http://www.dtic.mil/whs/directives/corres/dir.html">http://www.dtic.mil/whs/directives/corres/dir.html</a>. Personnel occupying an IT Position shall be designated as filling one of the IT Position Categories listed below. The contractor shall include all of these requirements in any subcontracts involving IT support. (Note: Terminology used in DoD 5200.2-R references "ADP" vice "IT". For purposes of this requirement, the terms ADP and IT are synonymous.)

The Program Manager (PM), Contracting Officer's Representative (COR) or Technical Representative (TR) shall determine the IT Position category for the contractor personnel.

DoDD Directive 8500.01, Subject: Cybersecurity, stipulates cybersecurity requirements such as "Cybersecurity workforce functions must be identified and managed, and personnel performing cybersecurity functions will be appropriately screened in accordance with this instruction and DoD 5200.2-R and qualified in accordance with DoDD 8570.01 and supporting issuances". DoD 5200.2-R stipulates the requirements for background investigations, special access and IT position designations and requirements. An appropriate security clearance and non-disclosure agreement are also required for access to classified information" in accordance with DoDM 5200.01 Vol. 1. DoD 5200.2-R and DoDD 5200.2 require all persons assigned to sensitive positions or assigned to sensitive duties be U.S. citizens. All persons assigned to IT-I and IT-II positions, as well as all persons with access to controlled unclassified information (without regard to degree of JT access) or performing other duties that are considered "sensitive" as defined in DoDD 5200.2 and DoD 5200.2-R must be U.S. citizens. Furthermore, access by non-citizens to unclassified export controlled data will only be granted to persons pursuant to the export control laws of the U.S. The categories of controlled unclassified information are specified in DoDM 5200.01 Vol. 4. These same restrictions apply to "Representatives of a Foreign Interest" as defined by DoD 5220.22-M (National Industrial Security Program Operating Manual, NISPOM). DoD 8570.01-M further stipulates additional training and/or certification that is required by all persons assigned to Information Assurance functions.

# IV. Criteria For Designating Positions: updated per OPM Federal Investigations Notice No. 16-02, dated October 6, 2015:

- e. <u>Tier 5/5R = IT-I Position (Privileged)</u>
- Responsibility or the development and administration of Government computer security programs, and including direction and control of risk analysis and/or threat assessment.
- Significant involvement in life-critical or mission-critical systems.
- Responsibility for the preparation or approval of data for input into a system, which does not
  necessarily involve personal access to the system, but with relatively high risk for effecting grave
  damage or realizing significant personal gain.
- Relatively high risk assignments associated with or directly involving the accounting, disbursement, or authorization for disbursement from systems of (1) dollar amounts of \$10 million per year or greater, or (2) lesser amounts if the activities of the individual are not subject to technical review by higher authority in the IT-I category to ensure the integrity of the system.
- Positions involving major responsibility for the direction, planning, design, testing, maintenance, operation, monitoring, and/or management of systems hardware and software.
- Other positions as designated by Space and Naval Warfare Systems Center Pacific (SSC Pacific) that involve relatively high risk for effecting grave damage or realizing significant personal gain.

Personnel whose duties meet the criteria for IT-I Position designation require a favorably adjudicated Single Scope Background Investigation (SSBI) or SSBI Periodic Reinvestigation (SSBI-PR) or Tier 5/5R. The SSBI or SSBI-PR or Tier 5/5R shall be updated every 5 years by using the Electronic Questionnaire for Investigation Processing (eQIP) web based program (SF86 format).

#### f. <u>Tier 3/3R = IT-II Position (Limited Privileged)</u>

- Responsibility for systems design, operation, testing, maintenance, and/or monitoring that is carried out under technical review of higher authority in the IT-1 category, includes but is not limited to:
- Access to and/or processing of proprietary data, information requiring protection under the Privacy
  Act of 1974, and Government-developed privileged information involving the award of contracts;
- Accounting, disbursement, or authorization for disbursement from systems of dollar amounts less
  than \$10 million per year. Other positions are designated by Space and Naval Warfare Systems
  Center Pacific (SSC Pacific) that involve a degree of access to a system that creates a significant
  potential for damage or personal gain less than that in IT-I positions. Personnel whose duties meet
  the criteria for an IT-II Position require a favorably adjudicated National Agency Check with
  Local Agency Check and Credit Check (NACLC) or Tier 3/3R.

#### g. <u>Tier 1/1R is for Unclassified - Non-Sensitive positions = IT-III Position (Non-Privileged)</u>

All other positions involving Federal IT activities. Incumbent in this position has non-privileged
access to one or more DoD information systems, application, or database to which they are
authorized access. Personnel whose duties meet the criteria for an IT-III Position designation
require a favorably adjudicated National Agency Check with Inquiries (NACI) or Tier 1/1R.

#### V. Procedures for submitting U.S. Government Trustworthiness Investigations:

Only the e-QIP version of SF-85 and SF 86 are acceptable by OPM-NBIB.

After determining that an individual requires Public Trust Position determination, the FSO will identify the individual to the COR. The COR will notify SSC Pacific Personnel Security Office with the specific IT Level category assigned for requesting the appropriate type of investigation. The FSO will also provide the following information to the COR so that the SSC Pacific Personnel Security Office can initiate a request thru e-QIP:

Full SSN of the applicant Full Name Date of Birth Place of Birth Email Address

Phone Number

A spreadsheet will be provided by the COR for the FSO to complete that includes the above information and any additional information required by the Personnel Security Office.

The Personnel Security Office will send email notification and instructions to the applicant to complete and submit e-QIP expeditiously.

The FSO or SSC Pacific Personnel Security Office will take and submit fingerprints using SF-87, FD-258 or electronic submission. The FSO must obtain from SSC Pacific Personnel Security Office the e-QIP Request Number for inclusion in submitting the fingerprints. For immediate fingerprint result, electronic transmission of fingerprints is encouraged. OPM no longer accepts the submission of hard copy fingerprints (SF-87 or FD-258). If fingerprints are obtained via hardcopy, the hardcopies will be sent to SSC Pacific Personnel Security via Priority, Certified, or Express mail:

COMMANDING OFFICER, SSC PAC ATTN: Personnel Security, Code 83310 53560 Hull St San Diego CA 92152

SSC Pacific Personnel Security Office will update Joint Personnel Adjudication System (JPAS), PSQ Sent Date, when the Public Trust Investigation request is released to the Parent Agency, OPM.

Contractor fitness determinations made by the DOD CAF are maintained in the JPAS. Favorable fitness determinations will support public trust positions only and not national security eligibility. If no issues are

discovered, according to respective guidelines a "Favorable Determination" will be populated in JPAS and will be reciprocal within DoN. If issues are discovered, the DOD CAF will forward the investigation along with all supporting documentation to the SSC Pacific Security Office for local determination. The local fitness determination will be made by the Command Security Manager and your company will be notified of the decision in writing. If an individual receives a negative trustworthiness determination, they will be immediately removed from their position of trust, the FSO will be notified, and the company will replace any individual who has received a negative trustworthiness determination.

If you require additional assistance with the submission of Public Trust Investigations, you may send an email to SSC Pacific at W SPSC SSC PAC clearance US@navy.mil.

#### VI. Employment Terminations:

The contractor shall:

- Immediately notify the COR or TR of the employee's termination.
- Send email to W SPSC SSC PAC clearance US@navy.mil, Code 83310 notifying them of the termination.
- Fax a termination VAL to Code 83320 at (619) 553-6169.

Return any badge and decal to Commanding Officer, Space and Naval Warfare Systems Center Pacific, Attn: Code 83320, 53560 Hull Street, San Diego, CA 92152-5001.

#### SPECIFIC ON-SITE SECURITY REQUIREMENTS

#### I. GENERAL.

- a. Contractor Performance. In performance of this Contract the following security services and procedures are incorporated as an attachment to the DD 254. The Contractor will conform to the requirements of DoD 5220.22-M, Department of Defense National Industrial Security Program, Operating Manual (NISPOM), as revised. The Contractor will follow all export laws and regulations in the performance of this contract. When visiting Space and Naval Warfare Systems Center Pacific (SSC Pacific) at either the Point Loma Campus (PLC) or Old Town Campus (OTC) the Contractor will comply with the security directives used regarding the protection of classified and controlled unclassified information, SECNAV M-5510.36 (series), SECNAV M-5510.30 (series), DOD M-5200.01 Volumes 1 through 4, and SSCPACINST 5720.1A (series). Both of the SECNAV Instructions and Manuals are available online at <a href="http://doni.daps.dla.mil/SECNAV.aspx">http://doni.daps.dla.mil/SECNAV.aspx</a> and the DOD Instructions can be found at <a href="http://www.dtic.mil/whs/directives/corres/pub1.html">http://www.dtic.mil/whs/directives/corres/pub1.html</a>. A copy of SSCPACINST 5720.1A will be provided upon receipt of a written request from the Contractor's Facility Security Officer (FSO) to the SSC Pacific Security's Contracting Officer's Representative (COR), Code 83310. If the Contractor establishes a cleared facility or Defense Security Service (DSS) approved off-site location at SSC Pacific, the security provisions of the NISPOM will be followed within this cleared facility.
- b. Security Supervision. SSC Pacific will exercise security supervision over all contractors visiting SSC Pacific and will provide security support to the Contractor as noted below. The Contractor will identify, in writing to Security's COR, an on-site Point of Contact to interface with Security's COR.

#### II. HANDLING CLASSIFIED MATERIAL OR INFORMATION.

a. Control and Safeguarding. Contractor personnel located at SSC Pacific are responsible for the control and safeguarding of all classified material in their possession. All contractor personnel will be briefed by their FSO on their individual responsibilities to safeguard classified material. In addition, all contractor personnel are invited to attend SSC Pacific conducted Security Briefings, available at this time by appointment only. In the event of possible or actual loss or compromise of classified material, the on-site Contractor will immediately report the incident to SSC Pacific Code 83310, (619) 553-3005, as well as the Contractor's FSO. A security specialist, Code 83310 representative will investigate the circumstances, determine culpability where possible, and report results of the inquiry to the FSO and the Cognizant Field Office of the DSS. On-site contractor personnel will promptly correct any deficient security conditions identified by a SSC Pacific representative.

#### b. Storage.

- Classified material may be stored in containers authorized by SSC Pacific PLC Physical Security Group, Code 83320 for the storage of that level of classified material. Classified material may also be stored in Contractor owned containers brought on board SSC Pacific PLC with Code 83320's written permission. Areas located within cleared contractor facilities on board SSC Pacific will be approved by DSS.
- The use of Open Storage areas must be pre-approved in writing by Code 83320 for the open storage, or processing, of classified material prior to use of that area for open storage. Specific supplemental security controls for open storage areas, when required, will be provided by SSC Pacific, Code 83320.
- c. Transmission of Classified Material.
  - 1. All classified material transmitted by mail for use by long term visitors will be addressed as follows:
    - (a) TOP SECRET, Non-Sensitive Compartmented Information (SCI) material using the Defense Courier Service: SPAWARSYSCEN-PACIFIC: 271582-SN00, SPAWARSYSCEN PACIFIC.

- (b) CONFIDENTIAL and SECRET material transmitted by FedEx will be addressed to COMMANDING OFFICER, SPACE AND NAVAL WARFARE SYSTEMS CENTER PACIFIC, ATTN RECEIVING OFFICER CODE 43150, 4297 PACIFIC HIGHWAY, SAN DIEGO, CA 92110.
- (c) CONFIDENTIAL and SECRET material transmitted by USPS Registered and Express mail will be addressed to COMMANDING OFFICER, SPACE AND NAVAL WARFARE SYSTEMS CENTER PACIFIC, 53560 HULL STREET, SAN DIEGO CA 92152-5001. The inner envelope will be addressed to the attention of the Contracting Officer's Representative (COR) or applicable Technical Representative (TR) for this contract, to include their code number.
- 2. All SECRET material hand carried to SSC Pacific by contractor personnel must be delivered to the Classified Material Control Center (CMCC), Code 83430, Building 58, Room 102, for processing.
- 3. All CONFIDENTIAL material hand carried to SSC Pacific by contractor personnel must be delivered to the Mail Distribution Center, Code 83430, for processing. This applies for either the OTC or PLC sites.
- All SSC Pacific classified material transmitted by contractor personnel from the SSC Pacific will be sent via SSC Pacific COR or TR for this contract.
- The sole exception to the above is items categorized as a Data Deliverable. All contract Data
  Deliverables will be addressed to COMMANDING OFFICER, ATTN DOCUMENT CONTROL
  CODE 83430, SPACE AND NAVAL WARFARE SYSTEMS CENTER PACIFIC, 53560 HULL
  STREET, SAN DIEGO, CA 92152-5001.

#### III. INFORMATION SYSTEMS (IS) Security.

- a. Contractors using ISs, networks, or computer resources to process classified, sensitive unclassified and/or unclassified information will comply with the provisions of SECNAVINST 5239.3 (series) and local policies and procedures. Contractor personnel must ensure that systems they use at SSC Pacific have been granted a formal letter of approval to operate by contacting their Information System Security Officer (ISSO). Any suspected cybersecurity incident, such as spillage of classified information to an unclassified system, regardless of the location of the computer system, must be reported immediately to the COR/TR/PM, Security's COR, ISSO, the Contractor's Facility Security Officer (FSO), and the Contracting Officer. Contractors who willfully misuse Government computer resources will be held liable to reimburse the Government for all associated costs.
- b. Contractors receiving, transmitting or accessing unclassified controlled technical information on or through its contractor information (s) must safeguard the information to avoid compromise, including but not limited to disclosure of information of information to unauthorized persons, unauthorized modification, destruction, or loss of an object, or the copying of information to unauthorized media, as required per DFARS subpart 2014.73 and clauses 204.7304 and 252.204-7012. Contractors shall report to the DOD each cybersecurity incident that affects unclassified controlled technical information resident on or transiting contractor information systems in accordance with DFARS clause 204.7304 and 252.204-7012. Detailed reporting criteria and requirements are set forth in the clause at 252.204-7012 safeguarding of unclassified controlled technical information.

#### IV. VISITOR CONTROL PROCEDURES.

Title 18 USC 701 provides for criminal sanctions including fine or imprisonment for anyone in possession of a badge who is not entitled to have possession. Sec.701. Official badges, identification cards, other insignia. Whoever manufactures, sells, or possesses any badge, identification card, or other insignia, of the design prescribed by the head of any department or agency of the United States for use by any officer or employee thereof, or any colorable imitation thereof, or photographs, prints, or in any other manner makes or executes any engraving, photograph, print, or impression in the likeness of any such badge, identification card, or other

insignia, or any colorable imitation thereof, except as authorized under regulations made pursuant to law, shall be fined under this title or imprisoned not more than six months, or both.

- a. Contractor personnel assigned to SSC Pacific will be considered long-term visitors for the purpose of this contract.
- b. Contractors that have been awarded a classified contract must submit visit requests using "only" the Joint Personnel Adjudication System (JPAS). All government activities have been directed to use JPAS when transmitting or receiving Visit Authorization Letters (VALs). Therefore, contractors who work on classified contracts are required to have established an account through JPAS for their facility. This database contains all U.S. citizens who have received a clearance of Confidential, Secret, and/or Top Secret. The visit request can be submitted for one year. When submitting visit requests to SSC Pacific use its Security Management Office (SMO) number (660015). This information is provided in accordance with guidance provided to contractors via the Defense Security Service (DSS) website <a href="https://www.dss.mil">https://www.dss.mil</a> (DSS guidance dated 24 April 2007, subject: *Procedures Governing the Use of JPAS by Cleared Contractors*).
- c. For visitors to receive a SSC Pacific badge their Government point of contact must approve their visit request and the visitor must present government issued photo identification.
- d. Visit requests for long-term visitors must be received at least one week prior to the expected arrival of the visitor to ensure necessary processing of the request.
- e. Code 83320 will issue temporary identification badges to Contractor personnel following receipt of a valid VAL from the Contractor's FSO. The responsible SSC Pacific COR will request issuance of picture badges to contractor personnel. Identification badges are the property of the U.S. Government, will be worn in plain sight, and used for official business only. Unauthorized use of an SSC Pacific badge will be reported to the DSS. For additional information see paragraph g below.
- f. Prior to the termination of a Contractor employee with a SSC Pacific badge or active VAL on file the FSO must:
  - Notify in writing Code 83320, the Contracting Officer, the COR, Security's COR, and the laboratory
    managers of any laboratories into which the employee had been granted unescorted access of the
    termination, resignation or reassignment and the effective date that the contractor employee no
    longer requires admittance to the Federally-controlled facility or access to Federally-controlled
    information systems. In emergencies, a facsimile may be sent or a telephone notification may be
    used. The telephone notification, however, must be followed up in writing within five working days.
  - 2. Immediately confiscate any SSC Pacific issued identification badge, common access card (CAC), and return them to Code 83320 no later than five working days after the effective date of the termination. In addition, the contractor will relay departure information to the cognizant Personnel Security Office (W\_SPSC\_SSC\_PAC\_clearance\_US@navy.mil) and Trusted Agent (TA) (ssc\_pac\_trustedagent@navy.mil) that entered the individual into the Trusted Associated Sponsorship System (TASS).
  - 3. The Contractor will ensure each departed contractor employee has completed the SSC Pacific Out-Processing Checklist, when applicable.
- g. Common Access Card (CAC).
  - 1. VAL must be on file, form completed and signed, approved by the contractor's COR, and sent to the Badge and Pass Office, Code 83320.
  - 2. All contractors coming aboard SSC Pacific will need a SSC Pacific badge whether it is a Picture or Temporary Badge. You will also need one of the following: a) Common Access Card (CAC), or 2) a Navy Commercial Access Credentialing System (NCACS). If you do not have either one of these you will need to be vetted by filling out the SECNAV 5512 which will be forwarded to NBPL for

- approval. Contractors will not be able to use their Retired or Dependent Military ID in lieu of the CAC or NCACs.
- 3. Eligibility for a CAC or NCACS rests with the COR. If the need for a CAC is identified, the COR will instruct the employer to provide a DD Form 1172-2 to the COR for the subject needing a CAC. The COR may contact the Trusted Agent Security Manager (TASM) at <a href="mailto:SSC\_PAC\_TRUSTEDAGENT@NAVY.MIL">SSC\_PAC\_TRUSTEDAGENT@NAVY.MIL</a>, for instructions on filling out the 1172-2. Not all fields on the 1172-2 are required on a contractor CAC application.
- 4. If the contractor does not possess a closed and favorably adjudicated investigation, the CAC will not be issued until a background investigation has started (open) at the Office of Personnel Management (OPM) and the SSC Security office has verified fingerprints are clear on the check of the FBI database. Note: The SSC Security office is the only entity capable of checking this. An "interim" clearance in JPAS does not mean fingerprints were checked in the FBI database.
- V. INSPECTIONS. Code 83310 personnel may conduct periodic inspections of the security practices of the onsite Contractor. All contractor personnel will cooperate with Code 83310 representatives during these inspections. A report of the inspection will be forwarded to the Contractor's employing facility and COR. The Contractor must be responsive to the Code 83310 representative's findings.
- VI. REPORTS. As required by the NISPOM, Chapter 1, Section 3, contractors are required to report certain events that have an impact on the status of the facility clearance (FCL), the status of an employee's personnel clearance (PCL), the proper safeguarding of classified information, or an indication classified information has been lost or compromised.
  - a. The Contractor will ensure that certain information pertaining to assigned contractor personnel or operations is reported to Security's COR, Code 83310. If further investigation is warranted it will be conducted by Code 83310. This reporting will include the following:
    - 1. The denial, suspension, or revocation of security clearance of any assigned personnel;
    - 2. Any adverse information on an assigned employee's continued suitability for continued access to classified access;
    - 3. Any instance of loss or compromise, or suspected loss or compromise, of classified information;
    - 4. Actual, probable or possible espionage, sabotage, or subversive information; or
    - 5. Any other circumstances of a security nature that would affect the contractor's operation on board SSC Pacific.
  - b. In addition to the NISPOM reporting requirements, any conviction and/or violation of the Foreign Corrupt Practices Act, or any other violation of the International Traffic in Arms Regulations (ITAR) shall immediately be reported to the Designated Disclosure Authority (DDA), COR/TR/PM and Contracting Officer.

#### VII. PHYSICAL SECURITY.

- a. SSC Pacific will provide appropriate response to emergencies occurring onboard this command. The Contractor will comply with all emergency rules and procedures established for SSC Pacific.
- b. A roving Security Guard patrol will be provided by SSC Pacific. Such coverage will consist of, but not be limited to, physical checks of the window or door access points, classified containers, and improperly secured documents or spaces. Specific questions or concerns should be addressed to Code 83320.
- c. All personnel aboard SSC Pacific are subject to random inspections of their vehicles, personal items and of themselves. Consent to these inspections is given when personnel accept either a badge or a vehicle pass/decal permitting entrance to this command.

d. Information about parking restrictions can be found in the SSCSDINST 5560.1F, Vehicle Parking Policy, Regulations, an Enforcement Procedures. A copy of this instruction can be obtained through your designated COR or TR.

#### e. Required trainings:

- Anti-Terrorism/force Protection (AT/FP) briefings are required for all personnel (military, DOD civilian, and contractor) prior to commencement of foreign travel. The briefing is available at Joint Knowledge Online (JKO): <a href="https://jkodirect.jten.mil">https://jkodirect.jten.mil</a> (prefix): JS; course number: US007; title: Level 1 Anti-terrorism awareness training, if experiencing problems accessing this website contact ssc\_fortrav@navy.mil. Note: Per OPNAVINST F3300.53C contractor employees must receive the AT/FP briefing annually.
- 2. USFF FORCE PROTECTION (FP) DIRECTIVE MSG 16-00 directs all personnel (Military, DOD Civilian, and contractor) to complete the Training and Readiness The Active Shooter. The training is available at https://wwwa.nko.navy.mil/. You will find the training under Course Catalog "Prefix: CNIC, Number: CNIC-TRATAS-1.1.", if experiencing problems accessing this website contact ssc fortrav@navy.mil.

Contractors must comply with installation access control procedures. Any Contractor who repeatedly violates access control requirements will be issued an Apparent Security Incident (ASI). After the ASI has been investigated, a letter will be forwarded to the contracting facility's Security Officer via the Center's Contracting Officer for resolution.

#### VIII. COR RESPONSIBILITIES.

- a. Review requests by cleared contractors for retention of classified information beyond a two-year period and advise the contractor of disposition instructions and/or submit a Final DD 254 to Security's COR.
- b. In conjunction with the appropriate transportation element, coordinates a suitable method of shipment for classified material when required.
- Certify and approve Registration For Scientific and Technical Information Services requests (DD 1540) (DTIC).
- d. Ensure timely notice of contract award is given to host commands when contractor performance is required at other locations.
- e. Certify need-to-know on visit requests and conference registration forms.

#### IX. SPECIAL CONSIDERATIONS FOR ON-SITE CLEARED FACILITIES.

Any cleared contractor facility on board SSC Pacific will be used strictly for official business associated with this contract. No other work may be performed aboard this facility. Additional SSC Pacific contracts may be performed in this cleared facility, but only on a case-by-case basis. The COR, Security's COR, and Contracting Officer must all be in agreement that this particular arrangement best suits the needs of the Government. At the end of this contract the on-site facility must be vacated, with proper written notification being submitted to the DSS and Security's COR.

#### X. ITEMS PROHIBITED ABOARD SSC PACIFIC.

The following items are prohibited within any SSC Pacific controlled areas, with the exception of personnel authorized to possess weapons in the performance of required duties.

If an individual is attempting entry onto SSC Pacific controlled spaces and discloses the possession of a weapon prior to being instructed to comply with an administrative weapons inspection, the gate guard or

inspection team will deny base entry to that individual and will report the circumstances to the SSC Pacific Security Officer. If the disclosure of a firearm, explosive or dangerous weapon is made during the inspection or if no disclosure is made at all, the individual will be detained and the SUBASE Precinct will be notified.

#### WEAPONS

- a. Ammunition.
- b. Fireworks.
- c. Molotov Cocktail.
- d. Pipe Bomb.
- e. Black Jack.
- f. Slingshots.
- g. Billy/Sand Club.
- h. Nunchakus.
- i. Sand Bag: Partially filled with sand and swung like a mace.
- j. Metal (Brass) Knuckle.
- k. Dirk or Dagger.
- I. Switch Blade or Butterfly Knife.
- m. Knife with a blade (cutting edge) longer than 4 inches. NOTE: this represents a change from the previous 2.5-inch limit.
- n. Razor with Unguarded blade.
- o. Pipe, Bar or Mallet to be used as a club.
- p. Compressed Air or Spring Fired Pellet/BB gun.
- q. Tear Gas/Pepper Spray Weapon.
- r. Pistol, Revolver, Rifle, Shotgun or any other Firearm.
- s. Bows, Crossbows, or Arrows.
- t. Bowie Style Hunting Knife.
- u. Any weapon prohibited by State law.
- v. Any object similar to the aforementioned items.
- w. Any offensive or defensive weapons not described above, but likely to cause injury (i.e., Stun Gun, Blow Gun).
- x. Any abrasive, caustic, acid, chemical agent, or similar substance, with which to inflict property damage or personal injury.
- y. Combination Tools with Knife Blades Longer Than 4 inches (i.e., Gerber, Leatherman, etc.).

Military personnel aboard SSC Pacific controlled areas not authorized to possess a firearm, as part of prescribed military duties will be apprehended if found in possession. Civilians in unauthorized possession of a firearm will be detained while civilian authorities are notified.

#### CONTROLLED SUBSTANCES

Unauthorized possession or use of controlled substances defined as marijuana, narcotics, hallucinogens, psychedelics, or other controlled substances included in Schedule I, II, III, IV, or V established by Section 202 of the Comprehensive Drug Abuse Prevention and Control Act of 1970 (84 Stat. 1236) is prohibited.

#### **CONTRABAND**

Contraband defined as all equipment, products and materials of any kind which are used, intended for use, or designed for use in injecting, ingesting, inhaling, or otherwise introducing into the human body, marijuana or other controlled substances, in violation of law. This includes: hypodermic syringes, needles, and other objects to inject controlled substances in the body or objects to ingest, inhale or otherwise introduce marijuana, cocaine or hashish oil into the body is prohibited.

#### ALCOHOL

Permission to possess and consume alcohol on-site at SSC Pacific is at the exclusive discretion of the Commanding Officer. That includes the determinations of where and when alcohol may be brought on board

the Center and consumed. SSC Pacific personnel may bring unopened containers of alcohol on board the Center, if it remains in their private vehicles except where expressly authorized for an approved event.

Open containers of any alcoholic beverage unless for use at a function approved by the SSC Pacific Commanding Officer. Employees desiring to hold a function and serve alcohol, should send a memo (hard copy) to the Commanding Officer, via the appropriate division head, the Director of Security, and the Public Affairs Officer. The Public Affairs Officer will approve or disapprove the facility use request based on availability and general use policy. If facility use is approved, the Public Affairs Officer will forward the memo to the Commanding Officer for approval/disapproval. Manufacturer sealed containers of alcoholic beverage are authorized as long as the containers remain sealed while within SSC Pacific controlled spaces. Further information is available at <a href="https://blog.spawar.navy.mil/pacsecurity/security-info/physical-security.html">https://blog.spawar.navy.mil/pacsecurity/security-info/physical-security.html</a>.

#### COUNTERFEIT CURRENCY

Counterfeit currency defined as any copy, photo, or other likeness of any U.S. currency, either past or present, not authorized by the U.S. Treasury Department is prohibited.

#### XI. ESCORTING POLICY.

a. All personnel within SSC Pacific fenced perimeters, with the exception of emergency personnel such as fire, ambulance, or hazardous material response personnel responding to an actual emergency, must wear an SSC Pacific issued badge. Code 83300 or Code 83500 employee's with badges displaying the word "Security" or "Safety" authorizes the bearer to escort unbadged emergency vehicles and operators and support personnel during emergencies. U.S. citizens, Permanent Residents (former immigrant aliens), and Foreign Nationals may be escorted under this policy. ALL FOREIGN NATIONAL VISITORS MUST BE PROCESSED THROUGH THE SSC PACIFIC FOREIGN VISITS COORDINATOR OFFICE, CODE 83310, 553-0437.

#### XII. CELLULAR PHONE USAGE.

- a. Cellular phone use is prohibited in all secure spaces, i.e. Open Storage areas, classified laboratories.
- b. Vehicle operators on DoD installations and operators of Government vehicles shall not use cellular phones, unless the vehicle is safely parked or unless they are using a hands-free device, and are also prohibited from wearing of any other portable headphones, earphones, or other listening devices while operating a motor vehicle.
- d. The use of cellular phones, portable headphones, earphones, or other listening devices while jogging, walking bicycling, or skating on roads and streets on Navy installations is prohibited except for use on designated bicycle and running paths and sidewalks.

#### XIII. PERSONAL ELECTRONIC MEDIA

a. The use of personal electronic media (computer laptops, flash (thumb), or other removable drives) is prohibited in SSC Pacific spaces. Contact the Command Information System Security Manager (SPSC\_SSCPAC\_ISSM@NAVY.MIL) if you have question. All removable electronic media must be labeled (unclassified, etc.) to the highest classification of data stored, and/or for the classification of the system in which it is used. If classified, any removable electronic media must be tracked and stored appropriate to that level of classification.

#### FOR OFFICIAL USE ONLY (FOUO) INFORMATION

- 1. The For Official Use Only (FOUO) marking is assigned to information at the time of its creation. It isn't authorized as a substitute for a security classification marking but is used on official government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act (FOIA).
- 2. Use of FOUO markings doesn't mean that the information can't be released to the public, only that it must be reviewed by Space and Naval Warfare Systems Center Pacific, San Diego, CA prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions of it.
- 3. An UNCLASSIFIED document containing FOUO information will be marked "FOR OFFICIAL USE ONLY" on the bottom face and interior pages.
- 4. Classified documents containing FOUO do not require any markings on the face of the document; however, the interior pages containing only FOUO information shall be marked top and bottom center with "FOR OFFICIAL USE ONLY." Mark only unclassified portions containing FOUO with "(FOUO)" immediately before the portion.
- 5. Any FOUO information released to you by Space and Naval Warfare Systems Center Pacific, San Diego, CA is required to be marked with the following statement prior to transfer:

THIS DOCUMENT CONTAINS INFORMATION EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FOIA. EXEMPTION(S) APPLY.

- 6. Removal of the FOUO marking can only be accomplished by the originator or other competent authority. DO NOT REMOVE ANY FOUO MARKING WITHOUT WRITTEN AUTHORIZATION FROM SPACE AND NAVAL WARFARE SYSTEMS CENTER PACIFIC, SAN DIEGO, CA OR THE AUTHOR. When the FOUO status is terminated you will be notified.
- 7. You may disseminate FOUO information to your employees and subcontractors who have a need for the information in connection with this contract.
- 8. During working hours, reasonable steps should be taken to minimize risk of access by unauthorized personnel. FOUO information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During nonworking hours, the information shall be stored in locked desks, file cabinets, bookcases, locked rooms, or similar items.
- 9. FOUO information may be transmitted via first-class mail, parcel post, fourth-class mail for bulk shipments only.
- 10. When no longer needed, FOUO information may be disposed by tearing each copy into little pieces to preclude anyone from reconstructing the document, and placing it in a regular trash, or recycle, container or in the uncontrolled burn. To ensure the document is precluded from being reconstructed it is recommended that FOUO be shredded using a crosscut shredder.
- 11. Unauthorized disclosure of FOUO information doesn't constitute a security violation but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions.
- 12. Electronic transmission of FOUO information (voice, data, or facsimile) should be by approved secure communications systems whenever practical.
- 13. To obtain for official use only (FOUO) guidance refer to the DoD Information Security Program Regulation, DoDM 5200.01 Volume 4, Enclosure 3, located at http://www.dtic.mil/whs/directives/corres/pdf/520001\_vol4.pdf.

#### **OPERATIONS SECURITY REQUIREMENTS**

All work is to be performed in accordance with DoD and Navy Operations Security (OPSEC) requirements, per the following applicable documents:

- National Security Decision Directive 298

- DOD 5205.02

- OPNAVINST 3432.1

- SPAWARINST 3432,1

-National Operations Security Program (NSDD) 298

-DOD Operations Security (OPSEC) Program

-DON Operations Security

-Operations Security Policy

The contractor will accomplish the following minimum requirements in support of Space and Naval Warfare Systems Center Pacific (SSC Pacific) Operations Security (OPSEC) Program:

- The contractor will practice OPSEC and implement OPSEC countermeasures to protect DOD Critical Information. Items of Critical Information are those facts, which individually, or in the aggregate, reveal sensitive details about SSC Pacific or the contractor's security or operations related to the support or performance of this SOW, and thus require a level of protection from adversarial collection or exploitation not normally afforded to unclassified information.
- Contractor must protect Critical Information and other sensitive unclassified information and
  activities, especially those activities or information which could compromise classified information or
  operations, or degrade the planning and execution of military operations performed or supported by the
  contractor in support of the mission. Protection of Critical Information will include the adherence to and
  execution of countermeasures which the contractor is notified by or provided by SSC Pacific, for Critical
  Information on or related to the SOW.
- Sensitive unclassified information is that information marked FOR OFFICIAL USE ONLY (or FOUO),
   Privacy Act of 1974, COMPANY PROPRIETARY, and also information as identified by SSC Pacific or the SSC Pacific Security COR.
- SSC San Diego has identified the following items as Critical Information that may be related to this SOW:
  - Known or probable vulnerabilities to any U.S. system and their direct support systems.
  - Details of capabilities or limitations of any U.S. system that reveal or could reveal known or probable vulnerabilities of any U.S. system and their direct support systems.
  - Details of information about military operations, missions and exercises.
  - Details of U.S. systems supporting combat operations (numbers of systems deployed, deployment timelines, locations, effectiveness, unique capabilities, etc.).
  - Operational characteristics for new or modified weapon systems (Probability of Kill (Pk), Countermeasures, Survivability, etc.).
  - Required performance characteristics of U.S. systems using leading edge or greater technology (new, modified or existing).
  - Telemetered or data-linked data or information from which operational characteristics can be inferred or derived.
  - Test or evaluation information pertaining to schedules of events during which Critical Information might be captured. (advance greater than 3 days).
  - Details of SPAWAR/SSC Pacific unique Test or Evaluation capabilities (disclosure of unique capabilities).
  - Existence and/or details of intrusions into or attacks against DoD Networks or Information Systems, including, but not limited to, tactics, techniques and procedures used, network vulnerabilities exploited, and data targeted for exploitation.
  - Network User ID's and Passwords.
  - Counter-IED capabilities and characteristics, including success or failure rates, damage assessments, advancements to existing or new capabilities.
  - Vulnerabilities in Command processes, disclosure of which could allow someone to circumvent security, financial, personnel safety, or operations procedures.
  - Force Protection specific capabilities or response protocols (timelines/equipment/numbers of personnel/training received/etc.).
  - Command leadership and VIP agendas, reservations, plans/routes etc.

- Detailed facility maps or installation overhead photography (photo with annotation of Command areas or greater resolution than commercially available).
- Details of COOP, SPAWAR/SSC Pacific emergency evacuation procedures, or emergency recall procedures.
- Government personnel information that would reveal force structure and readiness (such as recall rosters or deployment lists).
- Compilations of information that directly disclose Command Critical Information.
- The above Critical Information and any that the contractor develops, regardless if in electronic or hardcopy form, must be protected by a minimum of the following countermeasures:
  - All emails containing Critical Information must be DoD Public Key Infrastructure (PKI) <u>signed</u> and PKI <u>encrypted</u> when sent.
  - Critical Information may not be sent via unclassified fax.
  - Critical Information may not be discussed via non-secure phones.
  - Critical Information may not be provided to individuals that do not have a need to know it in order to complete their assigned duties.
  - Critical Information may not be disposed of in recycle bins or trash containers.
  - Critical Information may not be left unattended in uncontrolled areas.
  - Critical Information in general should be treated with the same care as FOUO or proprietary information.
  - Critical Information must be destroyed in the same manner as FOUO.
  - Critical Information must be destroyed at contract termination or returned to the government at the government's discretion.
- The contractor shall document items of Critical Information that are applicable to contractor operations
  involving information on or related to the SOW. Such determinations of Critical Information will be completed
  using the DoD OPSEC 5 step process as described in National Security Decision Directive (NSDD) 298,
  "National Operations Security Program".
- OPSEC training must be Included as part of the contractors ongoing security awareness program conducted in accordance with Chapter 3, Section 1, of the NISPOM. NSDD 298, DoD 5205.02, "DOD Operations Security (OPSEC) Program", and OPNAVINST 3432.1, "Operations Security" should be used to assist in creation or management of training curriculum.
- If the contractor cannot resolve an issue concerning OPSEC they will contact the SSC Pacific Security COR (who will consult with the SPAWAR/SSC Pacific OPSEC Manager).
- All above requirements MUST be passed to all Sub-contractors.

(1 Data Item)

Form Approved OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR. No. listed in Block E.

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Form Approved OMB No. 0704-0188

> 18. ESTIMATED TOTAL PRICE

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (7074-0188). Respondents should be aware that notwithstanding any other provision of alw, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting

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A002	REVISION	BUSAPP	S PROJECT MANAG	EMENT F	PLAN							
4. AUTHORITY (Data A DI-ADMN-80925	Acquisition Doc		6. REQUIRING OFFICE SPAWARSYSCEN I									
7. DD 250 REQ LT	9. DIST STATEMENT	10. FREQU	JENCY E BLK 16	12. DATE OF 1ST SU SEE BLK		14. DISTRI	BUTION	b. COPIES				
8. APP CODE N/A	SEE BLK 1	11. AS OF SEI	DATE E BLK 16	13. DATE OF SUBSE SUBMISSION SEE BLK 16	QUENT	a. ADDRESSEE						
16. REMARKS						CODE 54510		1				
BLK 9 - The followin	g information	shall be includ	ded on the delive	erable:	-							
DISTRIBUTION STA contractors only; Pro contractor. Other red	per date to b	e determined b			/							
Commanding Office SPACE AND NAVAI Code 73511 San Diego, CA 9215	L WARFARE	SYSTEMS CE	ENTER PACIFIC									
WARNING: This doc Export Control Act (1979, as amended, subject to severe cri DoD Directive 5230.	Title 22, U.S.0 Title 50, U.S. minal penaltio	C., sec. 2751, C., App. 2401	et seq.) or the E et seq. Violation	Export Administration of these export law	n Act of s are							
BLK 14 - Deliver ele	ctronically to	the addressee	using the follow	ving e-mail address	- -							
Code 54510:	(b)(6)				-							
BLKS 10,11,12,13: I end of contract.	Deliver draft 9	00 days before	end of contract	and final 30 days b	efore							
BLKS 3, 7, 8, 9, 14, the individual Task 0	•	ed DID data, c	ontent, and form	nat shall be as spec	cified in							
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G. PREPARED BY		H. DATE		I. APPROVEI	) RV	15. TOTAL→	0 <b>J. DA</b> 1	1 FF	0			
	COR 54510		0/24/2016	i. AFFROVE	(b)(6)	, CSM 54001		0/24/2	016			

(1 Data Item)

Form Approved OMB No. 0704-0188

> 18. ESTIMATED TOTAL PRICE

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of a law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting

Officer for the Contract/PR No. li	isted in Block E.										
A. CONTRACT LINE IT All Data		TDP	TM OTHER	X							
D. SYSTEM/ITEM Business Application	ns Support	E. CONTRACT N00178-16-D	/PR NO. -8806-N660011	17F3505	F. CONTR Intellect S	RACTOR Solutions, LLC					
1. DATA ITEM NO.	2. TITLE OF	DATA ITEM			3. SUBTIT	LE					
A003	TECHNICA	AL REPORT – S	PORT – STUDY/SERVICES  ANALYSIS OF ALTERNATIVES / TECHN RESEARCH REPORTS								
4. AUTHORITY (Data A DI-MISC-80508B	Acquisition Do	cument No.)	5. CONTRACT PWS Para 5.0			6. REQUIRING OFFICE SPAWARSYSCEN P					
7. DD 250 REQ LT	9. DIST STATEMEN	10. FREQU	JENCY S REQ	12. DATE OF 1ST SU SEE BLK		14. DISTRIB		b. COP	IES		
8. APP CODE N/A	SEE BLK 1	6 11. AS OF SE	DATE E BLK 16	13. DATE OF SUBSE SUBMISSION SEE BLK 16	EQUENT	a. ADDRESSEE	Draft	Fir Reg	nal Repro		
16. REMARKS						CODE 54510		1			
BLK 9 - The followin	g information	n shall be includ	ded on the deliv	erable:							
DISTRIBUTION STA contractors only; Pro contractor. Other red	oper date to b quests shall b	oe determined l									
Commanding Office SPACE AND NAVA Code 73511 San Diego, CA 9215	L WARFARE	SYSTEMS CE	ENTER PACIFIC								
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BLK 14 - Deliver ele	ctronically to	the addressee	using the follow	ving e-mail address	:						
Code 54510:	(b)(6)										
BLKS 10,11,12,13: I	Deliver final o	copy 45 days at	ter request.								
BLKS 3, 7, 8, 9, 14, the individual Task 0		red DID data, o	ontent, and forr	mat shall be as spec	cified in						
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						15. TOTAL→	0	1	0		
G. PREPARED BY		H. DATE		I. APPROVEI	D BY		J. DAT	-			
	COR 54510		0/24/2016		(b)(6)	, CSM 54001		0/24/2	016		

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Officer for the Contract/PR No. I	isted in Block E.								
A. CONTRACT LINE I		B. EXHIBI	T A	C. CATEGORY:	TDP	TM OTHER	X		
D. SYSTEM/ITEM Business Application	ns Support	E. CONTRACT N00178-16-D	/PR NO. -8806-N66001	17F3505	F. CONTR Intellect S	ACTOR Solutions, LLC			
1. DATA ITEM NO.	2. TITLE OF	DATA ITEM			3. SUBTIT	LE			
A004	REVISION	TO EXISTING	GOVERNMEN	T DOCUMENT	ENTITY F	RELATIONSHIP DIAGI ARY	RAMS A	ND DA	ΛTA
<b>4. AUTHORITY</b> (Data of DI-ADMN-80925		6. REQUIRING OFFICE SPAWARSYSCEN P							
7. DD 250 REQ LT	9. DIST STATEMEN	10. FREQU	JENCY E BLK 16	12. DATE OF 1ST SU SEE BLK		14. DISTRIE		b. COP	IES
8. APP CODE N/A	SEE BLK 1	6 11. AS OF SE	DATE E BLK 16	13. DATE OF SUBSE SUBMISSION SEE BLK 16	EQUENT	a. ADDRESSEE	Draft	Fir Reg	
16. REMARKS				<u> </u>		CODE 54510		1	
BLK 9 - The following	g information	shall be includ	ded on the deliv	erable:			<del>                                     </del>		
DISTRIBUTION STA contractors only; Pro contractor. Other red	oper date to b	oe determined l							
Commanding Office SPACE AND NAVA Code 73511 San Diego, CA 9215	L WARFARE	SYSTEMS CE	ENTER PACIFIO	C					
WARNING: This do Export Control Act ( 1979, as amended, subject to severe cri DoD Directive 5230.	Title 22, U.S. Title 50, U.S. minal penalti	C., sec. 2751, .C., App. 2401	et seq.) or the E et seq. Violatior	Export Administration of these export lav	n Act of vs are				
BLK 14 - Deliver ele	ctronically to	the addressee	using the follow	wing e-mail address	:				
Code 54510:	(b)(6)						-		
BLKS 10,11,12,13: I end of contract.	Deliver draft s	90 days before	end of contract	and final 30 days b	efore				
BLKS 3, 7, 8, 9, 14, the individual Task 0		red DID data, c	ontent, and for	mat shall be as spec	cified in				
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						15. TOTAL→	0	1	0
G. PREPARED BY (b)(6), (	COR 54510	H. DATE	0/24/2016	I. APPROVEI	(b)(6)	, CSM 54001	J. DAT	Γ <b>Ε</b> 0/24/2	016

(1 Data Item)

Form Approved OMB No. 0704-0188

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Officer for the Contract/PR No. li	isted in Block E.								g 501			
A. CONTRACT LINE I All Data		B. EXHIBI	r A	TM	OTHER	X						
D. SYSTEM/ITEM Business Application	ns Support	E. CONTRACT N00178-16-D	<b>/PR NO</b> . -8806-N6600117	7F3505	F. CONTR Intellect S	ACTOR Solutions, Ll	_C					
1. DATA ITEM NO.	2. TITLE OF I	DATA ITEM		3. SUBTIT	LE							
A005	CONTRACT	CONTRACTOR ROSTER										
4. AUTHORITY (Data ) DI-MGMT-81596	Acquisition Docu			<b>ING OFFICE</b> SYSCEN P	AC 54							
7. DD 250 REQ LT	9. DIST STATEMENT	10. FREQU	JENCY 1 E BLK 16	<mark>12. DATE OF 1ST SU</mark> SEE BLK		14.	DISTRIB	1	200			
8. APP CODE	SEE DI V 16	44 40 05		13. DATE OF SUBSE		- 400	DECCE		o. COP Fir			
N/A	SEE BLK 16	,	E BLK 16	SEE BLK 16		a. ADD	RESSEE	Draft	Reg	Repro		
16. REMARKS BLK 9 - The followin	g information	shall be includ	led on the delive	rable:		CODE 545	510		1			
DISTRIBUTION STA	ATEMENT D:	Distribution au	thorized to the D	DoD and U.S. DoD								
contractors only; Procontractor. Other red			y Program Mana	ager and affixed by	/							
Commanding Office SPACE AND NAVA		SYSTEMS CE	NTER PACIFIC									
Code 73511 San Diego, CA 9215		C I C I LIVIO OL	TITLE TAOII IO									
WARNING: This doo	cument contai											
Export Control Act (1979, as amended,												
subject to severe cri DoD Directive 5230.	minal penaltie											
BLK 14 - Deliver ele Code 54510:	ctronically to t	he addressee	using the followi	ing e-mail address								
BLKS 10,11,12,13: I days after change in		aft 15 days aft	er contract awar	d; deliver revisions	15							
BLKS 3, 7, 8, 9, 14, the individual Task 0		ed DID data, c	ontent, and form	at shall be as spec	cified in							
BLK 4 - DID prescrib	oed content is	tailored as fol	ows:									
This roster shall be used task order and												
Orders. Content sha clearance status. Co				birth information of	r							
- Contract Number, - Task Order Number												
- An alphabetical list	ting of the full	names and en	nail addresses of	f all contractor pers	sonnel							
assigned to the Tasl - First and last name		ldress of the c	ontractor project	manager for the T	ask							
Order, - First and last name	e of the Gover	nment Project	Manager/Task L	_ead (COR) for the	Task							
Order, - Status information	and dates, as	applicable, fo	r the following: C	Common Access C	ards.							
Visit Requests, Badge Re	,	,	ŭ		,							
primary and seconda commercial certifica	ary category, l	evel, and ope	rating environme		s uy							
- Other data as requ												
						15. TOTAL	<del>-</del>	0	1	0		
G. PREPARED BY (b)(6)	COR 54510	H. DATE	0/24/2016	I. APPROVE	(b)(6)	, CSM	54001	J. DAT	<b>E</b> 0/24/2	016		